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du Canada

Border Services (FB)

Agreement Between the Treasury Board and the Public Service Alliance of Canada

Group: Border Services
(All Employees)

Expiry date: 2018-06-20

Canada

This agreement covers the following classifications:

Code	**Group**
610	Border Services (FB)

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Part I: general provisions

Article 1: purpose and scope of agreement

1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment for all employees described in the certificate issued by the Public Service Labour Relations Board on February 21, 2007, covering employees in the Border Services Group.

1.02 The parties to this agreement share a desire to improve the quality of the public service of Canada and to promote the well-being and increased efficiency of its employees to the end that the people of Canada will be well and efficiently served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the public service in which members of the bargaining units are employed.

** Article 2: interpretation and definitions

2.01 For the purpose of this agreement:

"Alliance" (Alliance)

means the Public Service Alliance of Canada.

"allowance" (indemnité)

means compensation payable for the performance of special or additional duties.

"alternate provision" (disposition de dérogation)

means a provision of this agreement which may have application to only certain employees.

"bargaining unit" (unité de négociation)

means the employees of the Employer in the group described in Article 9.

"common-law partner" (conjoint de fait)

means a person living in a conjugal relationship with an employee for a continuous period of at least one (1) year.

"compensatory leave" (congé compensateur)

means leave with pay in lieu of payment for overtime, travelling time compensated at overtime rate, call-back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay, as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken.

"continuous employment" (emploi continu)

has the same meaning as specified in the existing Directive on Terms and Conditions of Employment of the Employer on the date of signing of this agreement.

"daily rate of pay" (taux de rémunération journalier)

means an employee's weekly rate of pay divided by five (5).

"day of rest" (jour de repos)

in relation to a full-time employee means a day other than a holiday on which that employee is not ordinarily required to perform the duties of his or her position other than by reason of the employee being on leave or absent from duty without permission.

"double time" (tarif double)

means two (2) times the employee's hourly rate of pay.

"employee" (employé-e)

means a person so defined in the Public Service Labour Relations Act and who is a member of the bargaining unit specified in Article 9.

"Employer" (Employeur)

means Her Majesty in right of Canada, as represented by the Treasury Board, and includes any person authorized to exercise the authority of the Treasury Board.

"excluded provision" (disposition exclue)

means a provision of this agreement which may have no application at all to certain employees and for which there are no alternate provisions.

**

"family" (famille)

except where otherwise specified in this agreement, means father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, step-brother, step-sister, spouse (including common-law partner resident with the employee), child (including child of common-law partner), stepchild, foster child or ward of the employee, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, the employee's grandparents and relative permanently residing in the employee's household or with whom the employee permanently resides.

"holiday" (jour férié)

means:

a. the twenty-four (24) hour period commencing at 00:01 hour of a day designated as a paid holiday in this agreement.

b. however, for the purpose of administration of a shift that does not commence and end on the same day, such shift shall be deemed to have been entirely worked:
    i. on the day it commenced, where half (1/2) or more of the hours worked fall on that day;
    or
    ii. on the day it terminates, where more than half (1/2) of the hours worked fall on that day.

"hourly rate of pay" (taux de rémunération horaire)

means a full-time employee's weekly rate of pay divided by thirty-seven decimal five (37.5) hours.

"lay-off" (mise en disponibilité)

means the termination of an employee's employment because of lack of work or because of the discontinuance of a function.

"leave" (congé)

means authorized absence from duty by an employee during his or her regular or normal hours of work.

"membership dues" (cotisations syndicales)

means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance and shall not include any initiation fee, insurance premium or special levy.

"overtime" (heures supplémentaires)

means:

a. in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work;
or
b. in the case of a part-time employee, authorized work in excess of seven decimal five (7.5) hours per day or thirty-seven decimal five (37.5) hours per week, but does not include time worked on a holiday;
or
c. in the case of a part-time employee whose normal scheduled hours of work are in excess of seven decimal five (7.5) hours per day in accordance with the variable hours of work provisions (clauses 25.25 to 25.28), authorized work in excess of those normal scheduled daily hours or an average of thirty-seven decimal five (37.5) hours per week.

"spouse" (époux)

will, when required, be interpreted to include "common-law partner," except, for the purposes of the Foreign Service Directives, the definition of "spouse" will remain as specified in Directive 2 of the Foreign Service Directives.

"straight-time rate" (tarif normal)

means the employee's hourly rate of pay.

"time and one-half" (tarif et demi)

means one and one-half (1 1/2) times the employee's hourly rate of pay.

"time and three-quarters" (tarif et trois quarts)

means one and three-quarters (1 3/4) times the employee's hourly rate of pay.

"weekly rate of pay" (taux de rémunération hebdomadaire)

means an employee's annual rate of pay divided by fifty-two decimal one seven six (52.176).

2.02 Except as otherwise provided in this agreement, expressions used in this agreement:

a. if defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Public Service Labour Relations Act;
and
b. if defined in the Interpretation Act, but not defined in the Public Service Labour Relations Act, have the same meaning as given to them in the Interpretation Act.

Article 3: application

3.01 The provisions of this agreement apply to the Alliance, the employees and the Employer.

3.02 The English and French texts of this agreement shall be official.

Article 4: state security

4.01 Nothing in this agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulations given or made by or on behalf of the Government of Canada in the interest of the safety or security of Canada or any state allied or associated with Canada.

Article 5: precedence of legislation and the collective agreement

5.01 In the event that any law passed by Parliament applying to employees renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement.

Article 6: managerial responsibilities

6.01 Except to the extent provided herein, this agreement in no way restricts the authority of those charged with managerial responsibilities in the public service.

Article 7: National Joint Council agreements

7.01 Agreements concluded by the National Joint Council (NJC) of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed after December 6, 1978, will form part of this agreement, subject to the Public Service Labour Relations Act (PSLRA) and any legislation by Parliament that has been or may be, as the case may be, established pursuant to any Act specified in section 113(b) of the PSLRA.

7.02 The NJC items which may be included in a collective agreement are those items the parties to the NJC agreements have designated as such or upon which the Chairperson of the Public Service Labour Relations Board has made a ruling pursuant to clause (c) of the NJC Memorandum of Understanding which became effective December 6, 1978.

7.03

a. The following directives, as amended from time to time by National Joint Council recommendation, which have been approved by the Treasury Board of Canada, form part of this agreement:

    Bilingualism Bonus Directive
    Commuting Assistance Directive
    First Aid to the General Public: Allowance for Employees
    Foreign Service Directives
    Isolated Posts and Government Housing Directive
    Memorandum of Understanding on Definition of Spouse
    Public Service Health Care Plan Directive
    NJC Integrated Relocation Directive
    Travel Directive
    Uniforms Directive
    Occupational safety and health
        Occupational Safety and Health Directive
        Committees and Representatives Directive
        Motor Vehicle Operations Directive
        Pesticides Directive
        Refusal to Work Directive

b. During the term of this agreement, other directives may be added to the above-noted list.

7.04 Grievances in regard to the above directives shall be filed in accordance with clause 18.01 of the article on grievance procedure in this agreement.

Article 8: dental care plan

8.01 The dental care plan as contained in the Master Agreement between the Treasury Board and the Public Service Alliance of Canada with an expiry date of June 30, 1988, and as subsequently amended from time to time, shall be deemed to form part of this agreement.

Part II: Union security and labour relations matters

Article 9: recognition

9.01 The Employer recognizes the Alliance as the exclusive bargaining agent for all employees described in the certificate issued by the Public Service Labour Relations Board on February 21, 2007, covering employees in the Border Services Group.

** Article 10: information

**

10.01 The Employer agrees to supply the Alliance each quarter with a list of all employees in the bargaining unit. The list shall include the name, geographic location and classification of the employees and the date of appointment for each new employee.

10.02 The Employer agrees to supply each employee with a copy of this agreement and will endeavour to do so within one (1) month after receipt from the printer.

Article 11: check-off

11.01 Subject to the provisions of this article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees. Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this article, the Employer shall not be obligated to make such deductions from subsequent salary.

11.02 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.

11.03 For the purpose of applying clause 11.01, deductions from pay for each employee in respect of each calendar month will start with the first (1st) full calendar month of employment to the extent that earnings are available.

11.04 An employee who satisfies the Alliance as to the bona fides of his or her claim and declares in an affidavit that he or she is a member of a religious organization whose doctrine prevents him or her as a matter of conscience from making financial contributions to an employee organization and that he or she will make contributions to a charitable organization registered pursuant to the Income Tax Act, equal to dues, shall not be subject to this article, provided that the affidavit submitted by the employee is countersigned by an official representative of the religious organization involved. The Alliance will inform the Employer accordingly.

11.05 No employee organization, as defined in section 2 of the Public Service Labour Relations Act, other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees.

11.06 The amounts deducted in accordance with clause 11.01 shall be remitted to the Comptroller of the Alliance by electronic payment within a reasonable period of time after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

11.07 The Employer agrees to continue the past practice of making deductions for other purposes on the basis of the production of appropriate documentation.

11.08 The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

** Article 12: use of employer facilities

12.01 Reasonable space on bulletin boards, in convenient locations, including electronic bulletin boards where available, will be made available to the Alliance for the posting of official Alliance notices. The Alliance shall endeavour to avoid requests for posting of notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer except in the case of notices related to the business affairs of the Alliance, including posting of the names of Alliance representatives, and social and recreational events. Such approval shall not be unreasonably withheld.

12.02 The Employer will also continue its present practice of making available to the Alliance specific locations on its premises and, where it is practical to do so on vessels, for the placement of reasonable quantities of literature of the Alliance.

**

12.03 A duly accredited representative of the Alliance may be permitted access to the Employer's premises, including vessels, to assist in the resolution of a complaint or grievance and to attend meetings called by management and/or meetings with Alliance-represented employees. Permission to enter the premises shall, in each case, be obtained from the Employer. Such permission shall not be unreasonably withheld. In the case of access to vessels, the Alliance representative upon boarding any vessel must report to the Master, state his or her business and request permission to conduct such business. It is agreed that these visits will not interfere with the sailing and normal operation of the vessels.

12.04 The Alliance shall provide the Employer with a list of such Alliance representatives and shall advise promptly of any change made to the list.

Article 13: employee representatives

13.01 The Employer acknowledges the right of the Alliance to appoint or otherwise select employees as representatives.

13.02 The Alliance and the Employer shall endeavour in consultation to determine the jurisdiction of each representative, having regard to the plan of organization, the number and distribution of employees at the workplace and the administrative structure implied by the grievance procedure. Where the parties are unable to agree in consultation, any dispute shall be resolved by the grievance/adjudication procedure.

13.03 The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives identified pursuant to clause 13.02.

13.04

a. A representative shall obtain the permission of his or her immediate supervisor before leaving his or her work to investigate employee complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend meetings called by management. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to his or her supervisor before resuming his or her normal duties.
b. Where practicable, when management requests the presence of an Alliance representative at a meeting, such request will be communicated to the employee's supervisor.
c. An employee shall not suffer any loss of pay when permitted to leave his or her work under paragraph (a).

13.05 The Alliance shall have the opportunity to have an employee representative introduced to new employees as part of the Employer's formal orientation programs, where they exist.

** Article 14: leave with or without pay for Alliance business

Complaints Made to the Federal Public Sector Labour Relations and Employment Board Pursuant to Section 190(1) of the Federal Public Sector Labour Relations Act

14.01 When operational requirements permit, in cases of complaints made to the Federal Public Sector Labour Relations and Employment Board pursuant to section 190(1) of the Federal Public Sector Labour Relations Act (FPSLRA) alleging a breach of sections 157, 186(1)(a), 186(1)(b), 186(2)(a)(i), 186(2)(b), 187, 188(a) or 189(1) of the PSLRA, the Employer will grant leave with pay:

a. to an employee who makes a complaint on his or her own behalf before the Federal Public Sector Labour Relations and Employment Board;
and
b. to an employee who acts on behalf of an employee making a complaint or who acts on behalf of the Alliance making a complaint.

Applications for certification and representations and interventions with respect to applications for certification

14.02 When operational requirements permit, the Employer will grant leave without pay:

a. to an employee who represents the Alliance in an application for certification or in an intervention;
 and
b. to an employee who makes personal representations with respect to a certification.

14.03 The Employer will grant leave with pay:

a. to an employee called as a witness by the Federal Public Sector Labour Relations and Employment Board;
 and
b. when operational requirements permit, to an employee called as a witness by an employee or the Alliance.

Arbitration board hearings, public interest commission hearings and alternate dispute resolution process

14.04 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees representing the Alliance before an arbitration board, public interest commission or in an alternate dispute resolution process.

14.05 The Employer will grant leave with pay to an employee called as a witness by an arbitration board, public interest commission or in an alternate dispute resolution process and, when operational requirements permit, to an employee called as a witness by the Alliance.

Adjudication

14.06 When operational requirements permit, the Employer will grant leave with pay to an employee who is:

a. a party to an adjudication;
b. the representative of an employee who is a party to an adjudication;
 or
c. a witness called by an employee who is a party to adjudication.

Meetings during the grievance process

14.07 Where an employee representative wishes to discuss a grievance with an employee who has asked or is obliged to be represented by the Alliance in relation to the presentation of his or her grievance, the Employer will, where operational requirements permit, give them reasonable leave with pay for this purpose when the discussion takes place in their headquarters area and reasonable leave without pay when it takes place outside their headquarters area.

14.08 Subject to operational requirements,

a. when the Employer originates a meeting with a grievor in his headquarters area, he or she will be granted leave with pay and "on duty" status when the meeting is held outside the grievor's headquarters area;
b. when a grievor seeks to meet with the Employer, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area;
c. when an employee representative attends a meeting referred to in this clause, he or she will be granted leave with pay when the meeting is held in his or her headquarters area and leave without pay when the meeting is held outside his or her headquarters area.

Contract negotiation meetings

14.09 When operational requirements permit, the Employer will grant leave without pay to an employee to attend contract negotiation meetings on behalf of the Alliance.

Preparatory contract negotiation meetings

14.10 When operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiation meetings.

Meetings between the Alliance and management not otherwise specified in this article

14.11 When operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Alliance.

Board of directors meetings, executive board meetings and conventions

14.12 Subject to operational requirements, the Employer shall grant leave without pay to a reasonable number of employees to attend meetings of the Board of Directors of the Alliance, meetings of the National Executive of the components, Executive Board meetings of the Alliance, and conventions of the Alliance, the components, the Canadian Labour Congress and the territorial and provincial Federations of Labour.

Representatives' training courses

14.13 When operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a representative on behalf of the Alliance to undertake training related to the duties of a representative.

**

14.14 Effective on the date of signing of the collective agreement, leave granted to an employee under articles 14.02, 14.09, 14.10, 14.12 and 14.13 will be with pay; the Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by joint agreement in Appendix M.

**

Leave without pay for election to an Alliance office

14.15 The Employer will grant leave without pay to an employee who is elected as an official of the Alliance within one (1) month after notice is given to the Employer of such election. The duration of such leave shall be for the period the employee holds such office.

Article 15: labour disputes

15.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere so that they shall receive the regular pay and benefits to which they would normally be entitled.

Article 16: illegal strikes

16.01 The Public Service Labour Relations Act provides penalties for engaging in illegal strikes. Disciplinary action may also be taken, which will include penalties up to and including termination of employment pursuant to paragraph 12(1)(c) of the Financial Administration Act for participation in an illegal strike as defined in the Public Service Labour Relations Act.

** Article 17: discipline

**

17.01 When an employee is suspended from duty or terminated in accordance with paragraph 12(1)(c) of the Financial Administration Act, the Employer shall notify the employee in writing of the reason for such suspension or termination. The Employer shall endeavour to give such notification at the time of suspension or termination.

**

17.02 When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary, administrative or investigative hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Alliance attend the meeting. Where practicable, the employee shall receive a minimum of two (2) days' notice of such a meeting.

17.03 The Employer shall notify the local representative of the Alliance as soon as possible that such suspension or termination has occurred.

17.04 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

17.05 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

Article 18: grievance procedure

18.01 In cases of alleged misinterpretation or misapplication arising out of agreements concluded by the National Joint Council of the public service on items which may be included in a collective agreement and which the parties to this agreement have endorsed, the grievance procedure will be in accordance with section 15 of the NJC by-laws.

Individual grievances

18.02 Subject to and as provided in section 208 of the Public Service Labour Relations Act, an employee may present an individual grievance to the Employer if he or she feels aggrieved:

a. by the interpretation or application, in respect of the employee, of:
   i. a provision of a statute or regulation, or of a direction or other instrument made or issued by the Employer, that deals with terms and conditions of employment; or
   ii. a provision of the collective agreement or an arbitral award;

   or

b. as a result of any occurrence or matter affecting his or her terms and conditions of employment.

Group grievances

18.03 Subject to and as provided in section 215 of the Public Service Labour Relations Act, the Alliance may present a group grievance to the Employer on behalf of employees in the bargaining unit who feel aggrieved by the interpretation or application, common in respect of those employees, of a provision of the collective agreement or an arbitral award.

a. In order to present a group grievance, the Alliance must first obtain the written consent of each of the employees concerned.
b. A group grievance shall not be deemed to be invalid by reason only of the fact that the consent is not in accordance with Form 19.
c. A group grievance must relate to employees in a single portion of the Federal Public Administration.

Policy grievances

18.04 Subject to and as provided in section 220 of the Public Service Labour Relations Act, the Alliance or the Employer may present a policy grievance in respect of the interpretation or application of the collective agreement or of an arbitral award.

a. A policy grievance may be presented by the Alliance only at the final level of the grievance procedure, to an authorized representative of the Employer. The Employer shall inform the Alliance of the name, title and address of this representative.

b. The grievance procedure for a policy grievance by the Employer shall also be composed of a single level, with the grievance presented to an authorized representative of the Alliance. The Alliance shall inform the Employer of the name, title and address of this representative.

Grievance procedure

18.05 For the purposes of this article, a grievor is an employee or, in the case of a group or policy grievance, the Alliance.

18.06 No person shall seek by intimidation, by threat of dismissal or by any other kind of threat to cause a grievor to abandon a grievance or refrain from exercising the right to present a grievance, as provided in this collective agreement.

18.07 The parties recognize the value of informal discussion between employees and their supervisors and between the Alliance and the employer to the end that problems might be resolved without recourse to a formal grievance. When notice is given that an employee or the Alliance, within the time limits prescribed in clause 18.15, wishes to take advantage of this clause, it is agreed that the period between the initial discussion and the final response shall not count as elapsed time for the purpose of grievance time limits.

18.08 A grievor wishing to present a grievance at any prescribed level in the grievance procedure, shall transmit this grievance to the employee's immediate supervisor or local officer-in-charge who shall forthwith:

a. forward the grievance to the representative of the Employer authorized to deal with grievances at the appropriate level,
and
b. provide the grievor with a receipt stating the date on which the grievance was received.

18.09 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Employer.

18.10 Subject to and as provided for in the Public Service Labour Relations Act, a grievor who feels treated unjustly or aggrieved by an action or lack of action by the Employer in matters other than those arising from the classification process is entitled to present a grievance in the manner prescribed in clause 18.08, except that:

a. where there is another administrative procedure provided by or under any act of Parliament to deal with the grievor's specific complaint such procedure must be followed,
and
b. where the grievance relates to the interpretation or application of this collective agreement or an arbitral award, an employee is not entitled to present the grievance unless he has the approval of and is represented by the Alliance.

18.11 There shall be no more than a maximum of four (4) levels in the grievance procedure. These levels shall be as follows:

a. Level 1: first level of management;
b. Levels 2 and 3 in departments or agencies where such a levels are established (intermediate level(s));
c. Final level: chief executive or deputy head or an authorized representative.

Whenever there are four (4) levels in the grievance procedure, the grievor may elect to waive either Level 2 or 3.

No employer representative may hear the same grievance at more than one level in the grievance procedure.

18.12 The Employer shall designate a representative at each level in the grievance procedure and shall inform each employee to whom the procedure applies of the name or title of the person so designated together with the name or title and address of the immediate supervisor or local officer-in-charge to whom a grievance is to be presented.

18.13 This information shall be communicated to employees by means of notices posted by the Employer in places where such notices are most likely to come to the attention of the employees to whom the grievance procedure applies, or otherwise as determined by agreement between the Employer and the Alliance.

18.14 An employee may be assisted and/or represented by the Alliance when presenting a grievance at any level. The Alliance shall have the right to consult with the Employer with respect to a grievance at each or any level of the grievance procedure.

18.15 A grievor may present a grievance to the first level of the procedure in the manner prescribed in clause 18.08, not later than the twenty-fifth (25th) day after the date on which the grievor is notified or on which the grievor first becomes aware of the action or circumstances giving rise to the grievance. The Employer may present a policy grievance in the manner prescribed in clause 18.04 not later than the twenty-fifth (25th) day after the date on which the Employer is notified orally or in writing or on which the Employer first becomes aware of the action or circumstances giving rise to the policy grievance.

18.16 A grievor may present a grievance at each succeeding level in the grievance procedure beyond the first level either:

a. where the decision or settlement is not satisfactory to the grievor, within ten (10) days after that decision or settlement has been conveyed in writing to the grievor by the Employer,
or

b. where the Employer has not conveyed a decision to the grievor within the time prescribed in clause 18.17, within fifteen (15) days after presentation by the grievor of the grievance at the previous level.

18.17 The Employer shall normally reply to a grievance at any level of the grievance procedure, except the final level, within ten (10) days after the grievance is presented, and within twenty (20) days where the grievance is presented at the final level except in the case of a policy grievance, to which the Employer shall normally respond within thirty (30) days. The Alliance shall normally reply to a policy grievance presented by the Employer within thirty (30) days.

18.18 Where an employee has been represented by the Alliance in the presentation of the employee's grievance, the Employer will provide the appropriate representative of the Alliance with a copy of the Employer's decision at each level of the grievance procedure at the same time that the Employer's decision is conveyed to the employee.

18.19 The decision given by the Employer at the final level in the grievance procedure shall be final and binding upon the employee unless the grievance is a class of grievance that may be referred to adjudication.

18.20 In determining the time within which any action is to be taken as prescribed in this procedure, Saturdays, Sundays and designated paid holidays shall be excluded.

18.21 Where the provisions of clause 18.08 cannot be complied with and it is necessary to present a grievance by mail, the grievance shall be deemed to have been presented on the day on which it is postmarked and it shall be deemed to have been received by the Employer on the day it is delivered to the appropriate office of the department or agency concerned. Similarly, the Employer shall be deemed to have delivered a reply at any level on the date on which the letter containing the reply is postmarked, but the time limit within which the grievor may present the grievance at the next higher level shall be calculated from the date on which the Employer's reply was delivered to the address shown on the grievance form.

18.22 The time limits stipulated in this procedure may be extended by mutual agreement between the Employer and the grievor and, where appropriate the Alliance representative.

18.23 Where it appears that the nature of the grievance is such that a decision cannot be given below a particular level of authority, any or all the levels except the final level may be eliminated by agreement of the Employer and the grievor, and, where applicable, the Alliance.

18.24 Where the Employer demotes or terminates an employee for cause pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act, the grievance procedure set forth in this agreement shall apply except that the grievance shall be presented at the final level only.

18.25 A grievor may by written notice to the immediate supervisor or officer-in-charge abandon a grievance.

18.26 Any grievor who fails to present a grievance to the next higher level within the prescribed time limits shall be deemed to have abandoned the grievance unless, due to circumstances beyond the grievor's control, the grievor was unable to comply with the prescribed time limits.

18.27 Where a grievance has been presented up to and including the final level in the grievance procedure with respect to:

a. the interpretation or application of a provision of this collective agreement or related Arbitral Award,
   or
b. termination of employment or demotion pursuant to paragraph 12(1)(c), (d) or (e) of the Financial Administration Act,
   or
c. disciplinary action resulting in suspension or financial penalty,

and the grievance has not been dealt with to the grievor's satisfaction, it may be referred to adjudication in accordance with the provisions of the Public Service Labour Relations Act and Regulations.

18.28 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the Alliance signifies:

a. its approval of the reference of the grievance to adjudication,
   and
b. its willingness to represent the employee in the adjudication proceedings.

Expedited adjudication

18.29 The parties agree that any adjudicable grievance may be referred to the following expedited adjudication process:

a. At the request of either party, a grievance that has been referred to adjudication may be dealt with through expedited adjudication with the consent of both parties
b. When the parties agree that a particular grievance will proceed through expedited adjudication, the Alliance will submit to the PSLRB the consent form signed by the grievor or the bargaining agent.
c. The parties may proceed with or without an Agreed Statement of Facts. When the parties arrive at an Agreed Statement of Facts it will be submitted to the PSLRB or to the Adjudicator at the hearing.
d. No witnesses will testify.
e. The Adjudicator will be appointed by the PSLRB from among its members who have had at least three (3) years' experience as a member of the Board.

f. Each expedited adjudication session will take place in Ottawa, unless the parties and the PSLRB agree otherwise. The cases will be scheduled jointly by the parties and the PSLRB, and will appear on the PSLRB schedule.

g. The Adjudicator will make an oral determination at the hearing, which will be recorded and initialled by the representatives of the parties. This will be confirmed in a written determination to be issued by the Adjudicator within five (5) days of the hearing. The parties may, at the request of the Adjudicator, vary the above conditions in a particular case.

h. The Adjudicator's determination will be final and binding on all the parties, but will not constitute a precedent. The parties agree not to refer the determination to the Federal Court.

** Article 19: no discrimination

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19.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, sex, sexual orientation, gender identity and expression, family status, mental or physical disability, membership or activity in the Alliance, marital status or a conviction for which a pardon has been granted.

19.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.

b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

19.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the mediator will be by mutual agreement.

19.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

Article 20: sexual harassment

20.01 The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment, and agree that sexual harassment will not be tolerated in the workplace.

20.02

a. Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
b. If, by reason of paragraph (a), a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

20.03 By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

20.04 Upon request by the complainant(s) and/or respondent(s), an official copy of the investigation report shall be provided to them by the Employer, subject to the Access to Information Act and Privacy Act.

Article 21: joint consultation

21.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussion aimed at the development and introduction of appropriate machinery for the purpose of providing joint consultation on matters of common interest.

21.02 Within five (5) days of notification of consultation served by either party, the Alliance shall notify the Employer in writing of the representatives authorized to act on behalf of the Alliance for consultation purposes.

21.03 Upon request of either party, the parties to this agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this agreement.

21.04 Without prejudice to the position the Employer or the Alliance may wish to take in future about the desirability of having the subjects dealt with by the provisions of collective agreements, the subjects that may be determined as appropriate for joint consultation will be by agreement of the parties.

Article 22: health and safety

22.01 The Employer shall make reasonable provisions for the occupational safety and health of employees. The Employer will welcome suggestions on the subject from the Alliance, and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

Article 23: job security

23.01 Subject to the willingness and capacity of individual employees to accept relocation and retraining, the Employer will make every reasonable effort to ensure that any reduction in the workforce will be accomplished through attrition.

Article 24: technological change

24.01 The parties have agreed that, in cases where, as a result of technological change, the services of an employee are no longer required beyond a specified date because of lack of work or the discontinuance of a function, Appendix C, Workforce Adjustment, will apply. In all other cases, the following clauses will apply.

24.02 In this article, "technological change" means:

a. the introduction by the Employer of equipment or material of a different nature than that previously utilized;
and
b. a change in the Employer's operation directly related to the introduction of that equipment or material.

24.03 Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

24.04 The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred and eighty (180) days' written notice to the Alliance of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

24.05 The written notice provided for in clause 24.04 will provide the following information:

a. the nature and degree of the technological change;
b. the date or dates on which the Employer proposes to effect the technological change;
c. the location or locations involved;
d. the approximate number and type of employees likely to be affected by the technological change;
e. the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.

24.06 As soon as reasonably practicable after notice is given under clause 24.04, the Employer shall consult meaningfully with the Alliance concerning the rationale for the change and the topics referred to in clause 24.05 on each group of employees, including training.

24.07 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer will make every reasonable effort to provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

Part III: working conditions

Article 25: hours of work

General

25.01 For the purpose of this article:

a. the week shall consist of seven (7) consecutive days beginning at 00:00 hours on Monday morning and ending at 24:00 hours on Sunday;
b. the day is a twenty-four (24) hour period commencing at 00:00 hours.

25.02 Nothing in this article shall be construed as guaranteeing minimum or maximum hours of work. In no case shall this permit the Employer to reduce the hours of work of a full-time employee permanently.

25.03 The employees may be required to register their attendance in a form or in forms to be determined by the Employer.

25.04 It is recognized that certain operations require some employees to stay on the job for a full scheduled work period, inclusive of their meal period. In these operations, such employees will be compensated for their meal period in accordance with the applicable overtime provisions.

25.05 The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day except on occasions when operational requirements do not permit.

Day work

25.06 Except as provided for in clauses 25.09, 25.10 and 25.11:

a. the normal workweek shall be thirty-seven decimal five (37.5) hours from Monday to Friday inclusive;
   and
b. the normal workday shall be seven decimal five (7.5) consecutive hours, exclusive of a lunch period, between the hours of 7 am and 6 pm.

25.07 Employees shall be informed by written notice of their scheduled hours of work. Any changes to the scheduled hours shall be by written notice to the employee(s) concerned.

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25.08 Flexible hours

Subject to operational requirements, an employee on day work shall have the right to select and request flexible hours between 6 am and 6 pm and such request shall not be unreasonably denied.

25.09 Variable hours

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a. Notwithstanding the provisions of clause 25.06, upon request of an employee and with the concurrence of the Employer, where operational requirements permit an employee may complete the weekly hours of employment in a period of other than five (5) full days, provided that, over a period of fourteen (14), twenty-one (21) or twenty-eight (28) calendar days, the employee works an average of thirty-seven decimal five (37.5) hours per week, and such request shall not be unreasonably denied.
b. In every fourteen (14), twenty-one (21) or twenty-eight (28) day period, the employee shall be granted days of rest on such days as are not scheduled as a normal workday for the employee.
c. Employees covered by this clause shall be subject to the variable hours of work provisions established in clauses 25.25 to 25.28.

25.10 Summer and winter hours

The weekly and daily hours of work may be varied by the Employer following consultation with the Alliance to allow for summer and winter hours, provided the annual total of hours is not changed.

25.11

a. Where hours of work other than those provided in clause 25.06 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
b. Where hours of work are to be changed so that they are different from those specified in clause 25.06, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service. In no case shall the hours under clause 25.06 extend before 6 am or beyond 9 pm or alter the Monday to Friday workweek or the seven decimal five (7.5) consecutive hour workday.
c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.
d. It is understood by the parties that this clause will not be applicable in respect of employees whose workweek is less than thirty-seven decimal five (37.5) hours per week.

25.12

a. An employee on day work whose hours of work are changed to extend before or beyond the stipulated hours of 7 am and 6 pm as provided in paragraph 25.06(b), and who has not received at least seven (7) days' notice in advance of the starting time of such change shall be paid for the first (1st) day or shift worked subsequent to such change at the rate of time and one-half (1 1/2) for the first seven decimal five (7.5) hours and double (2) time thereafter. Subsequent days or shifts worked on the revised hours shall be paid for at straight-time rate, subject to Article 28: overtime.

b. **Late-hour premium**
An employee who is not a shift worker and who completes his workday in accordance with the provisions of paragraph 25.11(b) shall receive a late-hour premium of seven dollars ($7) per hour for each hour worked before 7 am and after 6 pm The late-hour premium shall not apply to overtime hours.

Shift work

25.13 When, because of operational requirements, hours of work are scheduled for employees on a rotating or irregular basis, or on a non-rotating basis where the employer requires employees to work hours later than 6 pm and/or earlier than 7 am, they shall be scheduled so that employees, over a period of not more than fifty-six (56) calendar days:

a. on a weekly basis, work an average of thirty-seven decimal five (37.5) hours and an average of five (5) days;
b. work seven decimal five (7.5) consecutive hours per day, exclusive of a one-half (1/2) hour meal period;
c. obtain an average of two (2) days of rest per week;
d. obtain at least two (2) consecutive days of rest at any one time except when days of rest are separated by a designated paid holiday which is not worked; the consecutive days of rest may be in separate calendar weeks.

25.14 The Employer will make every reasonable effort:

a. not to schedule the commencement of a shift within sixteen (16) hours of the completion of the employee's previous shift;
and
b. to avoid excessive fluctuation in hours of work.

25.15 The staffing, preparation, posting and administration of shift schedules is the responsibility of the Employer.

25.16 The Employer shall set up a master shift schedule for a fifty-six (56) day period, posted fifteen (15) days in advance, which will cover the normal requirements of the work area.

25.17 Shift schedule

a. If the Employer reopens a shift schedule due to operational requirements, or a line becomes vacant, the Employer will determine the qualifications required prior to canvassing all employees covered by this specific schedule.
Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the line.

b. In populating a newly established schedule, as developed by the Employer, the Employer will canvass all employees covered by the specific schedule for volunteers to populate the schedule.
Should more than one employee meet the qualifications required select the same line on the schedule, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the line.

c. Subject to paragraph (a) above, by mutual consent the parties may agree to conduct a re-population of schedules at any point over the life of the schedule.

For greater clarity, when a vacant line is selected, that line will continue to follow the pre-established pattern, according to the existing schedule.

25.18 Except as provided for in clauses 25.23 and 25.24, the standard shift schedule is:

a. 12 midnight to 8 am, 8 am to 4 pm, and 4 pm to 12 midnight
or, alternatively,
b. 11 pm to 7 am, 7 am to 3 pm, and 3 pm to 11 pm.

25.19 A specified meal period shall be scheduled as close to the midpoint of the shift as possible. It is also recognized that the meal period may be staggered for employees on continuous operations. However, the Employer will make every effort to arrange meal periods at times convenient to the employees.

25.20

a. Where an employee's scheduled shift does not commence and end on the same day, such shift shall be considered for all purposes to have been entirely worked:

    i. on the day it commenced, where half (1/2) or more of the hours worked fall on that day;
    or
    ii. on the day it terminates, where more than half (1/2) of the hours worked fall on that day.

b. Accordingly, the first (1st) day of rest will be considered to start immediately after midnight of the calendar day on which the employee worked or is deemed to have worked his or her last scheduled shift, and the second (2nd) day of rest will start immediately after midnight of the employee's first (1st) day of rest, or immediately after midnight of an intervening designated paid holiday if days of rest are separated thereby.

25.21

a. An employee who is required to change his or her scheduled shift without receiving at least seven (7) days' notice in advance of the starting time of such change in his or her scheduled shift shall be paid for the first (1st) shift worked on the revised schedule at the rate of time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter. Subsequent shifts worked on the revised schedule shall be paid for at straight-time rate, subject to Article 28: overtime.
b. Every reasonable effort will be made by the Employer to ensure that the employee returns to his or her original shift schedule and returns to his or her originally scheduled days of rest for the duration of the master shift schedule without penalty to the Employer.

25.22 Provided sufficient advance notice is given, the Employer may:

a. authorize employees to exchange shifts if there is no increase in cost to the Employer; and
b. notwithstanding the provisions of paragraph 25.13(d), authorize employees to exchange shifts for days of rest if there is no increase in cost to the Employer.

25.23

a. Where shifts other than those provided in clause 25.18 are in existence when this agreement is signed, the Employer, on request, will consult with the Alliance on such hours of work and, in such consultation, will establish that such shifts are required to meet the needs of the public and/or the efficient operation of the service.
b. Where shifts are to be changed so that they are different from those specified in clause 25.18, the Employer, except in cases of emergency, will consult in advance with the Alliance on such hours of work and, in such consultation, will establish that such hours are required to meet the needs of the public and/or the efficient operation of the service.
c. Within five (5) days of notification of consultation served by either party, the parties shall notify one another in writing of the representative authorized to act on their behalf for consultation purposes. Consultation will be held at the local level for fact-finding and implementation purposes.

25.24 Variable shift schedule arrangements

a. Notwithstanding the provisions of clauses 25.06 and 25.13 to 25.23 inclusive, consultation may be held at the local level with a view to establishing shift schedules which may be different from those established in clauses 25.13 and 25.18. Such consultation will include all aspects of arrangements of shift schedules.

b. Once a mutually acceptable agreement is reached at the local level, the proposed variable shift schedule will be submitted at the respective Employer and Alliance headquarters levels before implementation.

c. Both parties will endeavour to meet the preferences of the employees in regard to such arrangements.

d. It is understood that the flexible application of such arrangements must not be incompatible with the intent and spirit of provisions otherwise governing such arrangements. Such flexible application of this clause must respect the average hours of work over the duration of the master schedule and must be consistent with operational requirements as determined by the Employer.

e. Employees covered by this clause shall be subject to the provisions respecting variable hours of work established in clauses 25.25 to 25.28 inclusive.

Terms and conditions governing the administration of variable hours of work

25.25 The terms and conditions governing the administration of variable hours of work implemented pursuant to clauses 25.09, 25.10 and 25.24 are specified in clauses 25.25 to 25.28 inclusive. This agreement is modified by these provisions to the extent specified herein.

25.26 Notwithstanding anything to the contrary contained in this agreement, the implementation of any variation in hours shall not result in any additional overtime work or additional payment by reason only of such variation, nor shall it be deemed to prohibit the right of the Employer to schedule any hours of work permitted by the terms of this agreement.

25.27

a. The scheduled hours of work of any day as set forth in a variable schedule specified in clause 25.25 may exceed or be less than seven decimal five (7.5) hours; starting and finishing times, meal breaks and rest periods shall be determined according to operational requirements as determined by the Employer; and the daily hours of work shall be consecutive.

b. Such schedules shall provide for an average of thirty-seven decimal five (37.5) hours of work per week over the life of the schedule.

    i. Unless otherwise mutually agreed upon, the maximum life of a shift schedule shall be six (6) months.

    ii. The maximum life of other types of schedule shall be twenty-eight (28) days except when the normal weekly and daily hours of work are varied by the Employer to allow for summer and winter hours in accordance with clause 25.10, in which case the life of a schedule shall be one (1) year.

c. Whenever an employee changes his or her variable hours or no longer works variable hours, all appropriate adjustments will be made.

25.28 Specific application of this agreement

For greater certainty, the following provisions of this agreement shall be administered as provided for herein.

a. **Interpretation and definitions (clause 2.01)**
   "Daily rate of pay" shall not apply.
b. **Minimum number of hours between shifts**
   Paragraph 25.14(a), relating to the minimum period between the termination and commencement of the employee's next shift, shall not apply.
c. **Exchange of shifts (clause 25.22)**
   On exchange of shifts between employees, the Employer shall pay as if no exchange had occurred.
d. **Overtime (clauses 28.04 and 28.05)**
   Overtime shall be compensated for all work performed in excess of an employee's scheduled hours of work on regular working days or on days of rest at time and three-quarters (1 3/4).
e. **Designated paid holidays (clause 30.07)**
   i. A designated paid holiday shall account for seven decimal five (7.5) hours.
   ii. When an employee works on a designated paid holiday, the employee shall be compensated, in addition to the pay for the hours specified in subparagraph (i), at time and one-half (1 1/2) up to his or her regular scheduled hours worked and at double (2) time for all hours worked in excess of his or her regular scheduled hours.
f. **Travel**
   Overtime compensation referred to in clause 32.06 shall only be applicable on a workday for hours in excess of the employee's daily scheduled hours of work.
g. **Acting pay**
   The qualifying period for acting pay as specified in paragraph 62.07(a) shall be converted to hours.
h. **Leave**
   i. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
   ii. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.

Article 26: shift principle

26.01

a. When a full-time indeterminate employee is required to attend one of the following proceedings outside a period which extends three (3) hours before or beyond his or her scheduled hours of work on a day during which he or she would be eligible for a shift premium, the employee may request that his or her hours of work on that day be scheduled between 7 am and 6 pm; such request will be granted provided there is no increase in cost to the Employer. In no case will the employee be expected to report for work or lose regular pay without receiving at least twelve (12) hours of rest between the time his or her attendance was no longer required at the proceeding and the beginning of his or her next scheduled work period.

i. Public Service Labour Relations Board proceedings
(clauses 14.01, 14.02, 14.04, 14.05 and 14.06)
ii. Contract negotiation and preparatory contract negotiation meetings
(clauses 14.09 and 14.10)
iii. Personnel selection processes
(Article 48)
iv. Provincial certification examinations which are a requirement for the continuation of the performance of the duties of the employee's position
v. Training courses which the employee is required to attend by the Employer

b. Notwithstanding paragraph (a), proceedings described in subparagraph (v) are not subject to the condition that there be no increase in cost to the Employer.

Article 27: shift and weekend premiums

Excluded provisions

This article does not apply to employees on day work covered by clauses 25.06 to 25.12 inclusive.

27.01 Shift premium

An employee working shifts will receive a shift premium of two dollars ($2) per hour for all hours worked, including overtime hours, between 4 pm and 8 am. The shift premium will not be paid for hours worked between 8 am and 4 pm.

27.02 Weekend premium

a. An employee working shifts during a weekend will receive an additional premium of two dollars ($2) per hour for all hours worked, including overtime hours, on Saturday and/or Sunday.
b. Where Saturday and Sunday are not recognized as the weekend at a mission abroad, the Employer may substitute two (2) other contiguous days to conform to local practice.

** Article 28: overtime

Excluded provisions

28.01 Compensation under this article shall not be paid for overtime worked by an employee at courses, training sessions, conferences and seminars unless the employee is required to attend by the Employer.

28.02 General

a. An employee is entitled to overtime compensation under clauses 28.04 and 28.05 for each completed period of fifteen (15) minutes of overtime worked by him or her when:
   i. the overtime work is authorized in advance by the Employer or is in accordance with standard operating instructions;
   and
   ii. the employee does not control the duration of the overtime work.
b. Employees shall record starting and finishing times of overtime work in a form determined by the Employer.
c. For the purpose of avoiding the pyramiding of overtime, there shall be no duplication of overtime payments for the same hours worked.
d. Payments provided under the overtime, designated paid holidays and standby provisions of this agreement shall not be pyramided, that is, an employee shall not be compensated more than once for the same service.

28.03 Assignment of overtime work

a. Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to offer overtime work on an equitable basis among readily available qualified employees.
b. Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, wherever possible, give at least four (4) hours' notice of any requirement for overtime work.

28.04 Overtime compensation on a workday

Subject to paragraph 28.02(a):

a. An employee who is required to work overtime on his or her scheduled workday is entitled to compensation at time and one-half (1 1/2) for the first seven decimal five (7.5) consecutive hours of overtime worked and at double (2) time for all overtime hours worked in excess of seven decimal five (7.5) consecutive hours of overtime in any contiguous period.
b. If an employee is given instructions during the employee's workday to work overtime on that day and reports for work at a time which is not contiguous to the employee's scheduled hours of work, the employee shall be paid a minimum of two (2) hours' pay

at straight-time rate or for actual overtime worked at the applicable overtime rate, whichever is the greater.

c. An employee who is called back to work after the employee has completed his or her work for the day and has left his or her place of work, and who returns to work shall be paid the greater of:

  i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each call-back, to a maximum of eight (8) hours' compensation in an eight (8) hour period; such maximum shall include any reporting pay pursuant to paragraph (b) or its alternate provision,
  or
  ii. compensation at the applicable overtime rate for actual overtime worked,

  provided that the period worked by the employee is not contiguous to the employee's normal hours of work.

d. The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.06 or 60.07.

28.05 Overtime compensation on a day of rest

Subject to paragraph 28.02(a):

a. An employee who is required to work on a first (1st) day of rest is entitled to compensation at time and one-half (1 1/2) for the first (1st) seven decimal five (7.5) hours and double (2) time thereafter.
b. An employee who is required to work on a second (2nd) or subsequent day of rest is entitled to compensation at double (2) time (second (2nd) or subsequent day of rest means the second or subsequent day in an unbroken series of consecutive and contiguous calendar days of rest).
c. When an employee is required to report for work and reports on a day of rest, the employee shall be paid the greater of:

  i. compensation equivalent to three (3) hours' pay at the applicable overtime rate for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period;
  or
  ii. compensation at the applicable overtime rate.

d. The minimum payment referred to in subparagraph (c)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.06.

28.06 Compensation payment or leave with pay

a. Overtime shall be compensated with a payment, except that, upon request of an employee and with the approval of the Employer, overtime may be compensated in equivalent leave with pay.

b. The Employer shall endeavour to pay overtime compensation by the sixth (6th) week after which the employee submits the request for payment.

c. The Employer shall grant compensatory leave at times convenient to both the employee and the Employer.

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d. Compensatory leave with pay earned in a fiscal year and outstanding on September 30 of the following fiscal year, will be paid at the employee's rate of pay, as calculated from the classification prescribed in the certificate of appointment on March 31 of the previous fiscal year.

28.07 Meals

**

a. An employee who works three (3) or more hours of overtime immediately before or immediately following the employee's scheduled hours of work shall be reimbursed his or her expenses for one meal in the amount of twelve dollars ($12) except where free meals are provided.

**

b. When an employee works overtime continuously extending four (4) hours or more beyond the period provided in paragraph (a), the employee shall be reimbursed for one additional meal in the amount of twelve dollars ($12) for each additional four (4) hour period of overtime worked thereafter except where free meals are provided.

c. Reasonable time with pay, to be determined by the Employer, shall be allowed the employee in order that the employee may take a meal break either at or adjacent to the employee's place of work.

d. Meal allowances under this clause shall not apply to an employee who is in travel status, which entitles the employee to claim expenses for lodging and/or meals.

28.08 Transportation expenses

a. When an employee is required to report for work and reports under the conditions described in paragraphs 28.04(b), (c) and 28.05(c) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

    i. kilometric allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by

means of his or her own automobile;
or

ii. out-of-pocket expenses for other means of commercial transportation.

b. Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

Article 29: standby

29.01 Where the Employer requires an employee to be available on standby during off-duty hours, such employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or part thereof for which the employee has been designated as being on standby duty.

29.02

a. An employee designated by letter or by list for standby duty shall be available during his or her period of standby at a known telephone number and be available to return for duty as quickly as possible if called.
b. In designating employees for standby, the Employer will endeavour to provide for the equitable distribution of standby duties.
c. No standby payment shall be granted if an employee is unable to report for duty when required.
d. An employee on standby who is required to report for work and reports shall be compensated in accordance with paragraph 28.04(c) or 28.05(c), and is also eligible for reimbursement of transportation expenses in accordance with clause 28.08.

** Article 30: designated paid holidays

30.01 Subject to clause 30.02, the following days shall be designated paid holidays for employees:

a. New Year's Day;
b. Good Friday;
c. Easter Monday;
d. the day fixed by proclamation of the Governor in Council for celebration of the Sovereign's birthday;
e. Canada Day;
f. Labour Day;
g. the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
h. Remembrance Day;
i. Christmas Day;
j. Boxing Day;

k. one additional day in each year that, in the opinion of the Employer, is recognized to be a provincial or civic holiday in the area in which the employee is employed or, in any area where, in the opinion of the Employer, no such additional day is recognized as a provincial or civic holiday, the first (1st) Monday in August;
l. one additional day when proclaimed by an act of Parliament as a national holiday.

30.02 An employee absent without pay on both his or her full working day immediately preceding and his or her full working day immediately following a designated holiday is not entitled to pay for the holiday except in the case of an employee who is granted leave without pay under the provisions of Article 14: leave with or without pay for Alliance business.

30.03 Designated holiday coinciding with a day of paid leave

Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

30.04 Designated holiday coinciding with a day of rest

a. When a day designated as a holiday under clause 30.01 coincides with an employee's day of rest, the holiday shall be moved to the first (1st) scheduled working day following the employee's day of rest. When a day that is a designated holiday is so moved to a day on which the employee is on leave with pay, that day shall count as a holiday and not as a day of leave.
b. When two (2) days designated as holidays under clause 30.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest. When the days that are designated holidays are so moved to days on which the employee is on leave with pay, those days shall count as holidays and not as days of leave.

Work performed on a designated holiday

30.05 Where operational requirements permit, the Employer shall not schedule an employee to work on both December 25 and January 1 in the same holiday season.

**

Notwithstanding the foregoing, an employee may request to work on both December 25 and January 1 in the same holiday season.

30.06 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 30.04:

a. work performed by an employee on the day from which the holiday was moved shall be considered as worked performed on a day of rest;
and

b. work performed by an employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

30.07

a. When an employee works on a holiday, he or she shall be paid time and one-half (1 1/2) for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter, in addition to the pay that the employee would have been granted had he or she not worked on the holiday;
   or
b. upon request and with the approval of the Employer, the employee may be granted:
   i. a day of leave with pay (straight-time rate of pay) at a later date in lieu of the holiday;
      and
   ii. pay at one and one-half (1 1/2) times the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours;
      and
   iii. pay at two (2) times the straight-time rate of pay for all hours worked by him or her on the holiday in excess of seven decimal five (7.5) hours.
c. Notwithstanding paragraphs (a) and (b), when an employee works on a holiday contiguous to a day of rest on which he or she also worked and received overtime in accordance with paragraph 28.05(b), he or she shall be paid, in addition to the pay that he or she would have been granted had he or she not worked on the holiday, two (2) times his or her hourly rate of pay for all time worked.
d. Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
   i. When, in a fiscal year, an employee has not been granted all of his or her lieu days as requested by him or her, at the employee's request, such lieu days shall be carried over for one (1) year.
   ii. In the absence of such request, unused lieu days shall be paid off at the employee's straight-time rate of pay in effect when the lieu day was earned.

30.08 Reporting for work on a designated holiday

a. When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of:
   i. compensation equivalent to three (3) hours' pay at the applicable overtime rate of pay for each reporting, to a maximum of eight (8) hours' compensation in an eight (8) hour period, such maximum shall include any reporting pay pursuant to paragraph 28.04(c);
      or
   ii. compensation in accordance with the provisions of clause 30.07.

b. The minimum payment referred to in subparagraph (a)(i) does not apply to part-time employees. Part-time employees will receive a minimum payment in accordance with clause 60.10 of this agreement.

c. When an employee is required to report for work and reports under the conditions described in paragraph (a) and is required to use transportation services other than normal public transportation services, the employee shall be reimbursed for reasonable expenses incurred as follows:

   i. mileage allowance at the rate normally paid to an employee when authorized by the Employer to use his or her automobile, when the employee travels by means of his or her own automobile;

   or

   ii. out-of-pocket expenses for other means of commercial transportation.

d. Other than when required by the Employer to use a vehicle of the Employer for transportation to a work location other than the employee's normal place of work, time spent by the employee reporting to work or returning to his or her residence shall not constitute time worked.

**

30.09 Scheduling of shift-working employees on a designated holiday

a) Should there be more employees scheduled to work a designated paid holiday than is needed, the Employer shall canvass employees scheduled to work the holiday to determine if there are volunteers who wish to have the day off. In the event that there are excessive volunteers, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to select which employees shall be granted the day off.

b) Should there be insufficient or no volunteers after the Employer has canvassed consistent with a) above, the employees with the least amount of service as defined in subparagraph 34.03(a)(i) shall be given the day off.

c) Notwithstanding paragraphs (a) and (b) the Employer shall ensure that there is a sufficient number of qualified employees scheduled to work the designated holiday.

d) Should the Employer require employees to work the holiday after it has given employees the day off, the Employer shall first offer the shift(s) to be worked to qualified employees that were initially scheduled to work the holiday and were subsequently given the day off consistent with b) and c) above, before offering the hours consistent with Article 28: overtime.

For greater certainty, scheduled shifts will continue to follow the pre-established pattern, according to the existing schedule, as a result of the application of this clause.

**

30.10 In accordance with clause 25.21, the Employer shall make every reasonable effort to ensure that the processes outlined in 30.09 a) through (d) are undertaken at least seven (7) days prior to the designated paid holiday.

**

For greater certainty, this means that no penalties and costs identified under clause 25.21 will apply as a result of the application of clause 30.09.

Article 31: religious observance

31.01 The Employer shall make every reasonable effort to accommodate an employee who requests time off to fulfill his or her religious obligations.

31.02 Employees may, in accordance with the provisions of this agreement, request annual leave, compensatory leave, leave without pay for other reasons or a shift exchange (in the case of a shift worker) in order to fulfill their religious obligations.

31.03 Notwithstanding clause 31.02, at the request of the employee and at the discretion of the Employer, time off with pay may be granted to the employee in order to fulfill his or her religious obligations. The number of hours with pay so granted must be made up hour for hour within a period of six (6) months, at times agreed to by the Employer. Hours worked as a result of time off granted under this clause shall not be compensated nor should they result in any additional payments by the Employer.

31.04 An employee who intends to request leave or time off under this article must give notice to the Employer as far in advance as possible but no later than four (4) weeks before the requested period of absence unless, because of unforeseeable circumstances, such notice cannot be given.

Article 32: travelling time

Alternate provisions

32.01 This article does not apply to an employee when the employee travels by any type of transport in which he or she is required to perform work and/or which also serves as his or her living quarters during a tour of duty. In such circumstances, the employee shall receive the greater of:

a. on a normal working day, his or her regular pay for the day;
   or
b. pay for actual hours worked in accordance with Article 30: designated paid holidays, and Article 28: overtime, of this agreement.

Excluded provisions

32.02 Compensation under this article shall not be paid for travel time to courses, training sessions, conferences and seminars, unless the employee is required to attend by the Employer.

32.03 For the purposes of this agreement, travelling time is compensated for only in the circumstances and to the extent provided for in this article.

32.04 When an employee is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, the time of departure and the means of such travel shall be determined by the Employer and the employee will be compensated for travel time in accordance with clauses 32.05 and 32.06. Travelling time shall include time necessarily spent at each stopover en route, provided such stopover is not longer than three (3) hours.

32.05 For the purposes of clauses 32.04 and 32.06, the travelling time for which an employee shall be compensated is as follows:

a. for travel by public transportation, the time between the scheduled time of departure and the time of arrival at a destination, including the normal travel time to the point of departure as determined by the Employer;
b. for travel by private means of transportation, the normal time as determined by the Employer to proceed from the employee's place of residence or workplace, as applicable, directly to the employee's destination and, upon the employee's return, directly back to the employee's residence or workplace.
c. In the event that an alternative time of departure and/or means of travel is requested by the employee, the Employer may authorize such alternative arrangements, in which case compensation for travelling time shall not exceed that which would have been payable under the Employer's original determination.

32.06 If an employee is required to travel as set forth in clauses 32.04 and 32.05:

a. on a normal working day on which the employee travels but does not work, the employee shall receive his or her regular pay for the day;
b. on a normal working day on which the employee travels and works, the employee shall be paid:
    i. his regular pay for the day for a combined period of travel and work not exceeding his or her regular scheduled working hours;
    and
    ii. at the applicable overtime rate for additional travel time in excess of his or her regularly scheduled hours of work and travel, with a maximum payment for such additional travel time not to exceed twelve (12) hours' pay at the straight-time rate of pay;
c. on a day of rest or on a designated paid holiday, the employee shall be paid at the applicable overtime rate for hours travelled, to a maximum of twelve (12) hours' pay at the straight-time rate of pay.

32.07

a. Upon request of an employee and with the approval of the Employer, compensation at the overtime rate earned under this article may be granted in compensatory leave with pay.

b. Compensatory leave with pay not used by the end of a twelve (12) month period, to be determined by the Employer, will be paid for at the employee's hourly rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position at the end of the twelve (12) month period.

32.08 Travel-status leave

a. An employee who is required to travel outside his or her headquarters area on government business, as these expressions are defined by the Employer, and is away from his permanent residence for forty (40) nights during a fiscal year shall be granted seven decimal five (7.5) hours of time off with pay. The employee shall be credited seven decimal five (7.5) hours of additional time off with pay for each additional twenty (20) nights that the employee is away from his or her permanent residence, to a maximum of eighty (80) additional nights.

b. The maximum number of days off earned under this clause shall not exceed five (5) days in a fiscal year and shall accumulate as compensatory leave with pay.

c. This leave with pay is deemed to be compensatory leave and is subject to paragraphs 28.06(c) and (d).

d. The provisions of this clause do not apply when the employee travels in connection with courses, training sessions, professional conferences and seminars, unless the employee is required to attend by the Employer.

Part IV: leave provisions

Article 33: leave, general

33.01

a. When an employee becomes subject to this agreement, his or her earned daily leave credits shall be converted into hours. When an employee ceases to be subject to this agreement, his or her earned hourly leave credits shall be reconverted into days, with one day being equal to seven decimal five (7.5) hours.
b. Earned leave credits or other leave entitlements shall be equal to seven decimal five (7.5) hours per day.
c. When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
d. Notwithstanding the above, in Article 46: bereavement leave with pay, a "day" will mean a calendar day.

33.02 Except as otherwise specified in this agreement:

a. where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and from "service" for the purpose of calculating vacation leave;
b. time spent on such leave which is for a period of more than three (3) months shall not be counted for pay increment purposes.

33.03 An employee is entitled, once in each fiscal year, to be informed, upon request, of the balance of his or her vacation and sick leave credits.

33.04 The amount of earned but unused leave with pay credited to an employee by the Employer at the time when this agreement is signed, or at the time when the employee becomes subject to this agreement shall be retained by the employee.

33.05 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

33.06 An employee who, on the day that this agreement is signed, is entitled to receive furlough leave, that is, five (5) weeks' leave with pay upon completing twenty (20) years of continuous employment, retains his or her entitlement to furlough leave, subject to the conditions respecting the granting of such leave that are in force on the day that this agreement is signed.

33.07 An employee is not entitled to leave with pay during periods he or she is on leave without pay or under suspension.

33.08 In the event of termination of employment for reasons other than incapacity, death or lay-off, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave taken by the employee, as calculated from the classification prescribed in the employee's certificate of appointment on the date of the termination of the employee's employment.

33.09 An employee shall not earn leave credits under this agreement in any month for which leave has already been credited to him or her under the terms of any other collective agreement to which the Employer is a party or under other rules or regulations of the Employer.

33.10 When an employee who is in receipt of a special duty allowance or an extra duty allowance is granted leave with pay, the employee is entitled during the employee's period of leave to receive the allowance if the special or extra duties in respect of which the employee is paid the allowance were assigned to the employee on a continuing basis, or for a period of two (2) or more months prior to the period of leave.

** Article 34: vacation leave with pay

34.01 The vacation year shall be from April 1 to March 31 inclusive of the following calendar year.

Accumulation of vacation leave credits

34.02 For each calendar month in which an employee has earned at least seventy-five (75) hours' pay, the employee shall earn vacation leave credits at the rate of:

a. nine decimal three seven five (9.375) hours until the month in which the anniversary of the employee's eighth (8th) year of service occurs;
b. twelve decimal five (12.5) hours commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
c. thirteen decimal seven five (13.75) hours commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
d. fourteen decimal four (14.4) hours commencing with the month in which the employee's seventeenth (17th) anniversary of service occurs;
e. fifteen decimal six two five (15.625) hours commencing with the month in which the employee's eighteenth (18th) anniversary of service occurs;
f. sixteen decimal eight seven five (16.875) hours commencing with the month in which the employee's twenty-seventh (27th) anniversary of service occurs;
g. eighteen decimal seven five (18.75) hours commencing with the month in which the employee's twenty-eighth (28th) anniversary of service occurs.

34.03

**

a.
  i. For the purpose of clause 34.02 only, all service within the public service, whether continuous or discontinuous, shall count toward vacation leave.
  ii. For the purpose of clause 34.03(a)(i) only, effective on April 1, 2012, on a go-forward basis, any former service in the Canadian Forces for a continuous period of six months or more, either as a member of the Regular Force or of the Reserve Force while on Class B or C service, shall also be included in the calculation of vacation leave credits.

b. Notwithstanding paragraph (a) above, an employee who was a member of one of the bargaining units listed below on the date of signing of the relevant collective agreement or an employee who became a member of those bargaining units between the date of signing of the relevant collective agreement and May 31, 1990, shall retain, for the purposes of "service" and of establishing his or her vacation entitlement pursuant to this clause, those periods of former service which had previously qualified for counting as continuous employment, until such time as his or her employment in the public service is terminated.

Bargaining units	**Dates of signing**
AS, IS, PM	May 17, 1989
CM, CR, DA, OE, ST	May 19, 1989
WP	November 24, 1989

34.04 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

Scheduling of vacation leave with pay

34.05

a. Employees are expected to take all their vacation leave during the vacation year in which it is earned.
b. Vacation scheduling:
  i. Employees will submit their annual leave requests for the summer leave period on or before April 15, and on or before September 15 for the winter leave period. The Employer will respond to such requests no later than May 1, for the summer leave period and no later than October 1, for the winter holiday season leave period.
  Notwithstanding the preceding paragraph, with the agreement of the Alliance, the employer may alter the specified submission dates for the leave requests. If

the submission dates are altered, the employer must respond to the leave request fifteen (15) days after such submission dates;

ii. The summer and winter holidays periods are:

- for the summer leave period, between June 1 and September 30,
- for the winter holiday season leave period, from December 1 to March 31.

iii. In cases where there are more vacation leave requests for a specific period than can be approved due to operational requirements, years of service as defined in subparagraph 34.03(a)(i) of the agreement, shall be used as the determining factor for granting such requests. For summer leave requests, years of service shall be applied for a maximum of two (2) weeks per employee in order to ensure that as many employees as possible might take annual leave during the summer months;

iv. Requests submitted after April 15 for the summer leave period and on September 15 for the winter leave period shall be dealt with on a first (1st) come first (1st) served basis.

c. Subject to the following subparagraphs, the Employer reserves the right to schedule an employee's vacation leave but shall make every reasonable effort:

   i. to provide an employee's vacation leave in an amount and at such time as the employee may request;
   ii. not to recall an employee to duty after the employee has proceeded on vacation leave;
   iii. not to cancel or alter a period of vacation or furlough leave which has been previously approved in writing.

34.06 The Employer shall give an employee as much notice as is practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation or furlough leave. In the case of denial, alteration or cancellation of such leave, the Employer shall give the reason therefore in writing, upon written request from the employee.

34.07 Where, in respect of any period of vacation leave, an employee:

a. is granted bereavement leave,
or
b. is granted leave with pay because of illness in the immediate family,
or
c. is granted sick leave on production of a medical certificate,

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

34.08 Advance payments

a. The Employer agrees to issue advance payments of estimated net salary for vacation periods of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last payday before the employee's vacation period commences.

b. Provided the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to the commencement of leave. Any overpayment in respect of such pay advances shall be an immediate first charge against any subsequent pay entitlements and shall be recovered in full prior to any further payment of salary.

34.09 Recall from vacation leave

a. Where an employee is recalled to duty during any period of vacation or furlough leave, the employee shall be reimbursed for reasonable expenses that the employee incurs:

   i. in proceeding to the employee's place of duty,
   and
   ii. in returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled,

after submitting such accounts as are normally required by the Employer.

b. The employee shall not be considered as being on vacation leave or furlough leave during any period in respect of which the employee is entitled under paragraph (a) to be reimbursed for reasonable expenses incurred by the employee.

34.10 Cancellation or alteration of vacation leave

When the Employer cancels or alters a period of vacation or furlough leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate such losses.

Carry-over and/or liquidation of vacation leave

34.11

a. Where, in any vacation year, an employee has not been granted all of the vacation leave credited to him or her, the unused portion of his or her vacation leave, to a maximum of two hundred and sixty-two decimal five (262.5) hours of credits, shall be carried over into the following vacation year. All vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours shall be automatically paid at his or her daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on the last day of the vacation year.

b. Notwithstanding paragraph (a), if, on March 31, 1999, or on the date an employee becomes subject to this agreement after March 31, 1999, an employee has more than two hundred and sixty-two decimal five (262.5) hours of unused vacation leave credits, a minimum of seventy-five (75) hours per year shall be granted or paid by March 31 of each year, commencing on March 31, 2000, until all vacation leave credits in excess of two hundred and sixty-two decimal five (262.5) hours have been liquidated. Payment shall be in one instalment per year and shall be at the employee's daily rate of pay, as calculated from the classification prescribed in his or her certificate of appointment of his or her substantive position on March 31 of the applicable previous vacation year.

34.12 During any vacation year, upon application by the employee and at the discretion of the Employer, earned but unused vacation leave credits in excess of one hundred and twelve decimal five (112.5) hours may be paid at the employee's daily rate of pay, as calculated from the classification prescribed in the certificate of appointment of the employee's substantive position on March 31 of the previous vacation year.

Leave to employee's credit when employment terminates

34.13 When an employee dies or otherwise ceases to be employed, the employee's estate or the employee shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation and furlough leave to the employee's credit by the daily rate of pay, as calculated from the classification prescribed in the certificate of appointment on the date of the termination of employment.

34.14 Notwithstanding clause 34.13, an employee whose employment is terminated for cause pursuant to paragraph 12(1)(e) of the Financial Administration Act by reason of abandonment of his or her position is entitled to receive the payment referred to in clause 34.13, if he or she requests it within six (6) months following the date upon which his or her employment is terminated.

34.15 Where the employee requests, the Employer shall grant the employee his or her unused vacation leave credits prior to termination of employment if this will enable the employee, for purposes of severance pay, to complete the first (1st) year of continuous employment in the case of lay-off, and the tenth (10th) year of continuous employment in the case of resignation.

34.16 Appointment to a separate agency

Notwithstanding clause 34.13, an employee who resigns to accept an appointment with an organization listed Schedule V of the Financial Administration Act may choose not to be paid for unused vacation and furlough leave credits, provided that the appointing organization will accept such credits.

34.17 Appointment from a separate agency

The Employer agrees to accept the unused vacation and furlough leave credits, up to a maximum of two hundred and sixty-two decimal five (262.5) hours, of an employee who resigns from an organization listed in Schedule V of the Financial Administration Act in order to take a position with the Employer if the transferring employee is eligible and has chosen to have these credits transferred.

34.18

a. An employee shall be credited a one-time entitlement of thirty-seven decimal five (37.5) hours of vacation leave with pay on the first (1st) day of the month following the employee's second (2nd) anniversary of service, as defined in clause 34.03.
b. The vacation leave credits provided in paragraph 34.18(a) above shall be excluded from the application of clause 34.11, dealing with the carry-over and/or liquidation of vacation leave.

Article 35: sick leave with pay

Credits

35.01

a. An employee shall earn sick leave credits at the rate of nine decimal three seven five (9.375) hours for each calendar month for which the employee receives pay for at least seventy-five (75) hours.
b. A shift worker shall earn additional sick leave credits at the rate of one decimal two five (1.25) hours for each calendar month during which he or she works shifts and he or she receives pay for at least seventy-five (75) hours. Such credits shall not be carried over in the next fiscal year and are available only if the employee has already used one hundred and twelve decimal five (112.5) hours of sick leave credits during the current fiscal year.

Granting of sick leave

35.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:

a. he or she satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer;
and
b. he or she has the necessary sick leave credits.

35.03 Unless otherwise informed by the Employer, a statement signed by the employee stating that, because of illness or injury, he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 35.02(a).

35.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 35.02, sick leave with pay may, at the discretion of the Employer, be granted to the employee for a period of up to one hundred and eighty-seven decimal five (187.5) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

35.05 When an employee is granted sick leave with pay, and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

35.06 Where, in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer, or reinstated for use at a later date.

35.07

a. Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated by reason of lay-off and who is reappointed in the public service within two (2) years from the date of lay-off.
b. Sick leave credits earned but unused by an employee during a previous period of employment in the public service shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is reappointed in the core public administration within one (1) year from the end of the specified period of employment.

35.08 The Employer agrees that an employee shall not be terminated for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the Financial Administration Act at a date earlier than the date at which the employee will have used his or her accumulated sick leave credits except where the incapacity is the result of an injury or illness for which injury-on-duty leave has been granted pursuant to Article 37.

Article 36: medical appointment for pregnant employees

36.01 Up to three decimal seven five (3.75) hours of reasonable time off with pay will be granted to pregnant employees for the purpose of attending routine medical appointments.

36.02 Where a series of continuing appointments is necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

Article 37: injury-on-duty leave

37.01 An employee shall be granted injury-on-duty leave with pay for such period as may be reasonably determined by the Employer when a claim has been made pursuant to the Government Employees Compensation Act and a Workers' Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a. personal injury accidentally received in the performance of his or her duties and not caused by the employee's willful misconduct,
 or
b. an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Receiver General for Canada any amount received by him or her in compensation for loss of pay resulting from or in respect of such injury, illness or disease, provided, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

** Article 38: maternity leave without pay

38.01 Maternity leave without pay

a. An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of pregnancy and ending not later than eighteen (18) weeks after the termination date of pregnancy.
b. Notwithstanding paragraph (a):
    i. where the employee has not yet proceeded on maternity leave without pay and her newborn child is hospitalized,
     or
    ii. where the employee has proceeded on maternity leave without pay and then returns to work for all or part of the period during which her newborn child is hospitalized,

    the period of maternity leave without pay defined in paragraph (a) may be extended beyond the date falling eighteen (18) weeks after the date of termination of pregnancy by a period equal to that portion of the period of the child's hospitalization during which the employee was not on maternity leave, to a maximum of eighteen (18) weeks.
c. The extension described in paragraph (b) shall end not later than fifty-two (52) weeks after the termination date of pregnancy.
d. The Employer may require an employee to submit a medical certificate certifying pregnancy.
e. An employee who has not commenced maternity leave without pay may elect to:

   i. use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates;
   ii. use her sick leave credits up to and beyond the date that her pregnancy terminates, subject to the provisions set out in Article 35: sick leave with pay. For purposes of this subparagraph, the terms "illness" or "injury" used in Article 35: sick leave with pay, shall include medical disability related to pregnancy.

f. An employee shall inform the Employer in writing of her plans for taking leave with and without pay to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of continuous leave of absence during which termination of pregnancy is expected to occur unless there is a valid reason why the notice cannot be given.
g. Leave granted under this clause shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

38.02 Maternity allowance

a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), provided that she:
   i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
   ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer, and
   iii. has signed an agreement with the Employer stating that:
      A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;
      B. following her return to work, as described in section (A), she will work for a period equal to the period she was in receipt of maternity allowance;
      C. should she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A), or should she return to work but fail to work for the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \quad \text{X} \quad \frac{(\text{remaining period to be worked following her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if her new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**

c. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:

  i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, ninety-three per cent (93%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period,

  ii. for each week that the employee receives a maternity benefit under the Employment Insurance or the Québec Parental Insurance plan, she is eligible to receive the difference between ninety-three per cent (93%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and

  iii. where an employee has received the full fifteen (15) weeks of maternity benefit under Employment Insurance and thereafter remains on maternity leave without pay, she is eligible to receive a further maternity allowance for a period of one (1) week at ninety three per cent (93%) of her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period.

d. At the employee's request, the payment referred to in subparagraph 38.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan maternity benefits.

e. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Québec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

   i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay,
   ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for her substantive level to which she is appointed.
h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of maternity leave without pay an employee has been on an acting assignment for at least four (4) months, the weekly rate shall be the rate she was being paid on that day.
i. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.
j. Maternity allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.

38.03 Special maternity allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 38.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or the Government Employees Compensation Act prevents her from receiving Employment Insurance or Québec Parental Insurance Plan maternity benefits,
   and
   ii. has satisfied all of the other eligibility criteria specified in paragraph 38.02(a), other than those specified in sections (A) and (B) of subparagraph 38.02(a)(iii),

   shall be paid, in respect of each week of maternity allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of her weekly rate of pay and the gross amount of her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

b. An employee shall be paid an allowance under this clause and under clause 38.02 for a combined period of no more than the number of weeks during which she would have been eligible for maternity benefits under the Employment Insurance or the Québec Parental Insurance Plan had she not been disqualified from Employment Insurance or

Québec Parental Insurance Plan maternity benefits for the reasons described in subparagraph (a)(i).

Article 39: maternity-related reassignment or leave

39.01 An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request that the Employer modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or the health of the foetus or child. On being informed of the cessation, the Employer, with the written consent of the employee, shall notify the appropriate workplace committee or the health and safety representative.

39.02 An employee's request under clause 39.01 must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to be avoided in order to eliminate the risk. Depending on the particular circumstances of the request, the Employer may obtain an independent medical opinion.

39.03 An employee who has made a request under clause 39.01 is entitled to continue in her current job while the Employer examines her request but, if the risk posed by continuing any of her job functions so requires, she is entitled to be immediately assigned alternative duties until such time as the Employer:

a. modifies her job functions or reassigns her;
   or
b. informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

39.04 Where reasonably practicable, the Employer shall modify the employee's job functions or reassign her.

39.05 Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing and shall grant leave of absence without pay to the employee for the duration of the risk as indicated in the medical certificate. However, such leave shall end no later than twenty-four (24) weeks after the birth.

39.06 An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two (2) weeks' notice in writing to the Employer of any change in duration of the risk or the inability as indicated in the medical certificate unless there is a valid reason why that notice cannot be given. Such notice must be accompanied by a new medical certificate.

** Article 40: parental leave without pay

40.01 Parental leave without pay

a. Where an employee has or will have the actual care and custody of a new-born child (including the new-born child of a common-law partner), the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care.

b. Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee shall, upon request, be granted parental leave without pay for a single period of up to thirty-seven (37) consecutive weeks in the fifty-two (52) weeks period beginning on the day on which the child comes into the employee's care.

c. Notwithstanding paragraphs (a) and (b) above, at the request of an employee and at the discretion of the Employer, the leave referred to in the paragraphs (a) and (b) above may be taken in two (2) periods.

d. Notwithstanding paragraphs (a) and (b):

   i. where the employee's child is hospitalized within the period defined in the above paragraphs, and the employee has not yet proceeded on parental leave without pay,
   or

   ii. where the employee has proceeded on parental leave without pay and then returns to work for all or part of the period during which his or her child is hospitalized,

   the period of parental leave without pay specified in the original leave request may be extended by a period equal to that portion of the period of the child's hospitalization during which the employee was not on parental leave. However, the extension shall end not later than one hundred and four (104) weeks after the day on which the child comes into the employee's care.

e. An employee who intends to request parental leave without pay shall notify the Employer at least four (4) weeks in advance of the commencement date of such leave.

f. The Employer may:

   i. defer the commencement of parental leave without pay at the request of the employee;
   ii. grant the employee parental leave without pay with less than four (4) weeks' notice;
   iii. require an employee to submit a birth certificate or proof of adoption of the child.

g. Leave granted under this clause shall count for the calculation of "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall count for pay increment purposes.

40.02 Parental allowance

a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (i), providing he or she:
   i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
   ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan in respect of insurable employment with the Employer,
   and
   iii. has signed an agreement with the Employer stating that:
      A. the employee will return to work on the expiry date of his/her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
      B. Following his or her return to work, as described in section (A), the employee will work for a period equal to the period the employee was in receipt of the parental allowance, in addition to the period of time referred to in section 38.02(a)(iii)(B), if applicable;
      C. should he or she fail to return to work for the Employer, Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency in accordance with section (A) or should he or she return to work but fail to work the total period specified in section (B), for reasons other than death, lay-off, early termination due to lack of work or discontinuance of a function of a specified period of employment that would have been sufficient to meet the obligations specified in section (B), or having become disabled as defined in the Public Service Superannuation Act, he or she will be indebted to the Employer for an amount determined as follows:

$$(\text{allowance received}) \quad \text{X} \quad \frac{(\text{remaining period to be worked following his or her return to work})}{[\text{total period to be worked as specified in (B)}]}$$

however, an employee whose specified period of employment expired and who is rehired in any portion of the core public administration as specified in the Public Service Labour Relations Act or Parks Canada, the Canada Revenue Agency or the Canadian Food Inspection Agency within a period of ninety (90) days or less is not indebted for the amount if his or her new period of employment is sufficient to meet the obligations specified in section (B).

b. For the purpose of sections (a)(iii)(B), and (C), periods of leave with pay shall count as time worked. Periods of leave without pay during the employee's return to work will not be counted as time worked but shall interrupt the period referred to in section (a)(iii)(B), without activating the recovery provisions described in section (a)(iii)(C).

**

c. Parental allowance payments made in accordance with the SUB Plan will consist of the following:

   i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, ninety-three per cent (93%) of his/her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

   ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance or the Québec Parental Insurance Plan, he/she is eligible to receive the difference between ninety-three per cent (93%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his/her parental, adoption or paternity benefit to which he/she would have been eligible if no extra monies had been earned during this period.

   iii. where an employee has received the full eighteen (18) weeks of maternity benefit and the full thirty-two (32) weeks of parental benefit under the Québec Parental Insurance Plan and thereafter remains on parental leave without pay, she is eligible to receive a further parental allowance for a period of two (2) weeks, ninety-three per cent (93%) of her weekly rate of pay for each week, less any other monies earned during this period; and

   iv. where an employee has received the full thirty-five (35) weeks of parental benefit under Employment Insurance and thereafter remains on parental leave without pay, she/he is eligible to receive a further parental allowance for a period of one (1) week at ninety three per cent (93%) of his or her weekly rate of pay (and the recruitment and retention "terminable allowance", if applicable), less any other monies earned during this period, unless said employee has already received the one (1) week of allowance contained in (A)(iii) for the same child.

d. At the employee's request, the payment referred to in subparagraph 40.02(c)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof of receipt of Employment Insurance or Québec Parental Insurance Plan parental benefits.

e. The parental allowance to which an employee is entitled is limited to that provided in paragraph (c) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act or the Parental Insurance Act in Quebec.

f. The weekly rate of pay referred to in paragraph (c) shall be:

   i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
   ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.

g. The weekly rate of pay referred to in paragraph (f) shall be the rate to which the employee is entitled for the substantive level to which she or he is appointed.
h. Notwithstanding paragraph (g), and subject to subparagraph (f)(ii), if on the day immediately preceding the commencement of parental leave without pay an employee is performing an acting assignment for at least four (4) months, the weekly rate shall be the rate the employee was being paid on that day.
i. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
j. Parental allowance payments made under the SUB Plan will neither reduce nor increase an employee's deferred remuneration or severance pay.
k. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed fifty-two (52) weeks for each combined maternity and parental leave without pay.

40.03 Special parental allowance for totally disabled employees

a. An employee who:

   i. fails to satisfy the eligibility requirement specified in subparagraph 40.02(a)(ii) solely because a concurrent entitlement to benefits under the Disability Insurance (DI) Plan, the Long-term Disability (LTD) Insurance portion of the Public Service Management Insurance Plan (PSMIP) or via the Government Employees Compensation Act prevents the employee from receiving Employment Insurance or Québec Parental Insurance Plan benefits,
   and
   ii. has satisfied all of the other eligibility criteria specified in paragraph 40.02(a), other than those specified in sections (A) and (B) of subparagraph 40.02(a)(iii), shall be paid, in respect of each week of benefits under the parental allowance not received for the reason described in subparagraph (i), the difference between ninety-three per cent (93%) of the employee's rate of pay and the gross amount of his or her weekly disability benefit under the DI Plan, the LTD Plan or via the Government Employees Compensation Act.

b. An employee shall be paid an allowance under this clause and under clause 40.02 for a combined period of no more than the number of weeks during which the employee would have been eligible for parental, paternity or adoption benefits under the Employment Insurance or the Québec Parental Insurance Plan, had the employee not been disqualified from Employment Insurance or Québec Parental Insurance Plan benefits for the reasons described in subparagraph (a)(i).

Article 41: leave without pay for the care of family

41.01 Both parties recognize the importance of access to leave for the purpose of the care of family.

41.02 An employee shall be granted leave without pay for the care of family in accordance with the following conditions:

a. an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
b. leave granted under this article shall be for a minimum period of three (3) weeks;
c. the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment in the public service;
d. leave granted for a period of one (1) year or less shall be scheduled in a manner which ensures continued service delivery.
e. **Compassionate care leave**
    i. Notwithstanding the definition of "family" found in clause 2.01 and notwithstanding paragraphs 41.02(b) and (d) above, an employee who provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits may be granted leave for periods of less than three (3) weeks while in receipt of or awaiting these benefits.
    ii. Leave granted under this clause may exceed the five (5) year maximum provided in paragraph (c) above only for the periods where the employee provides the Employer with proof that he or she is in receipt of or awaiting Employment Insurance (EI) Compassionate Care Benefits.
    iii. When notified, an employee who was awaiting benefits must provide the Employer with proof that the request for Employment Insurance (EI) Compassionate Care Benefits has been accepted.
    iv. When an employee is notified that their request for Employment Insurance (EI) Compassionate Care Benefits has been denied, subparagraphs (i) and (ii) above cease to apply.

41.03 An employee who has proceeded on leave without pay may change his or her return-to-work date if such change does not result in additional costs to the Employer.

41.04 All leave granted under Leave Without Pay for the Long-Term Care of a Parent or Leave Without Pay for the Care and Nurturing of Pre-School Age Children provisions of previous Program and Administrative Services collective agreements or other agreements will not count towards the calculation of the maximum amount of time allowed for care of family during an employee's total period of employment in the public service.

** Article 42: volunteer leave

Effective on April 1, 2019, Article 42: volunteer leave, is deleted from the collective agreement.

42.01 Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single period of up to seven decimal five (7.5) hours or two (2) periods of up to three decimal seven five (3.75) hours each of leave with pay to work as a volunteer for a charitable or community organization or activity, other than for activities related to the Government of Canada Workplace Charitable Campaign.

The leave will be scheduled at times convenient both to the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leave at such times as the employee may request.

** Article 43: leave with pay for family-related responsibilities

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43.01 For the purpose of this article, family is defined as spouse (or common-law partner resident with the employee), children (including foster children, step-children or children of the spouse or common-law partner, ward of the employee), grandchild, parents (including step-parents or foster parents), father-in-law, mother-in-law, brother, sister, step-brother, step-sister, grandparents of the employee, any relative permanently residing in the employee's household or with whom the employee permanently resides or any relative for whom the employee has a duty of care, irrespective of whether they reside with the employee.

43.02 The total leave with pay which may be granted under this article shall not exceed thirty-seven decimal five (37.5) hours in a fiscal year.

**

43.03 Subject to clause 43.02, the Employer shall grant the employee leave with pay under the following circumstances:

a. to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible;

b. to provide for the immediate and temporary care of a sick member of the employee's family and to provide the employee with time to make alternative care arrangements where the illness is of a longer duration;
c. to provide for the immediate and temporary care of an elderly member of the employee's family;
d. for needs directly related to the birth or the adoption of the employee's child;
e. to attend school functions, if the supervisor was notified of the functions as far in advance as possible;
f. to provide for the employee's child in the case of an unforeseeable closure of the school or daycare facility;
g. seven decimal five (7.5) hours out of the thirty-seven decimal five (37.5) hours stipulated in clause 43.02 above may be used to attend an appointment with a legal or paralegal representative for non-employment related matters, or with a financial or other professional representative, if the supervisor was notified of the appointment as far in advance as possible.

43.04 Where, in respect of any period of compensatory leave, an employee is granted leave with pay for illness in the family under paragraph 43.03(b) above, on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.

Article 44: leave without pay for personal needs

44.01 Leave without pay will be granted for personal needs in the following manner:

a. subject to operational requirements, leave without pay for a period of up to three (3) months will be granted to an employee for personal needs;
b. subject to operational requirements, leave without pay for more than three (3) months but not exceeding one (1) year will be granted to an employee for personal needs;
c. an employee is entitled to leave without pay for personal needs only once under each of paragraphs (a) and (b) during the employee's total period of employment in the public service. Leave without pay granted under this clause may not be used in combination with maternity or parental leave without the consent of the Employer.

Article 45: leave without pay for relocation of spouse

45.01 At the request of an employee, leave without pay for a period of up to one (1) year shall be granted to an employee whose spouse or common-law partner is permanently relocated and up to five (5) years to an employee whose spouse or common-law partner is temporarily relocated.

** Article 46: bereavement leave with pay

46.01

a. When a member of the employee's family dies, an employee shall be entitled to a bereavement period of seven (7) consecutive calendar days. Such bereavement period, as determined by the employee, must include the day of the memorial commemorating the deceased, or must begin within two (2) days following the death. During such period, the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to three (3) days' leave with pay for the purpose of travel related to the death.

**

b. At the request of the employee, such bereavement leave with pay may be taken in a single period or may be taken in two (2) periods.

**

c. When requested to be taken in two (2) periods:
   i. The first period must include the day of the memorial commemorating the deceased or must begin within two (2) days following the death, and
   ii. The second period must be taken no later than twelve (12) months from the date of death for the purpose of attending a ceremony.
   iii. The employee may be granted no more than three (3) days' leave with pay, in total, for the purposes of travel for these two (2) periods.

**

46.02 An employee is entitled to one (1) day's bereavement leave with pay for a purpose related to the death of brother-in-law or sister-in-law and grandparent of spouse.

**

46.03 If, during a period of paid leave, an employee is bereaved in circumstances under which he or she would have been eligible for bereavement leave with pay under clauses 46.01 and 46.02, the employee shall be granted bereavement leave with pay and his or her paid leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

46.04 It is recognized by the parties that circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the deputy head of a department may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided for in clauses 46.01 and 46.02.

Article 47: court leave

47.01 The Employer shall grant leave with pay to an employee for the period of time he or she is compelled:

a. to be available for jury selection;
b. to serve on a jury;

c. by subpoena, summons or other legal instrument, to attend as a witness in any proceeding held:

    i. in or under the authority of a court of justice or before a jury;
    ii. before a court, judge, justice, magistrate or coroner;
    iii. before the Senate or House of Commons of Canada or a committee of the Senate or House of Commons otherwise than in the performance of the duties of the employee's position;
    iv. before a legislative council, legislative assembly or house of assembly or any committee thereof that is authorized by law to compel the attendance of witnesses before it;
    or
    v. before an arbitrator or umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

Article 48: personnel selection leave

48.01 Where an employee participates in a personnel selection process, including the appeal process where applicable, for a position in the public service as defined in the Public Service Labour Relations Act, the employee is entitled to leave with pay for the period during which the employee's presence is required for purposes of the selection process and for such further period as the Employer considers reasonable for the employee to travel to and from the place where his or her presence is so required.

Article 49: education leave without pay

49.01 The Employer recognizes the usefulness of education leave. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.

49.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to one hundred per cent (100%) of the employee's annual rate of pay, depending on the degree to which the education leave is deemed by the Employer to be relevant to organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced. In such cases, the amount of the reduction shall not exceed the amount of the grant, bursary or scholarship.

49.03 Allowances already being received by the employee may, at the discretion of the Employer, be continued during the period of the education leave. The employee shall be notified when the leave is approved as to whether such allowances are to be continued in whole or in part.

49.04

a. As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period of not less than the period of the leave granted.
b. If the employee:
    i. fails to complete the course,
    ii. does not resume employment with the Employer on completion of the course, or
    iii. ceases to be employed except by reason of death or lay-off before termination of the period he or she has undertaken to serve after completion of the course,

the employee shall repay the Employer all allowances paid to him or her under this article during the education leave or such lesser sum as shall be determined by the Employer.

Article 50: career development leave

50.01 Career development refers to an activity which in the opinion of the Employer, is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career development:

a. a course given by the Employer;
b. a course offered by a recognized academic institution;
c. a seminar, convention or study session in a specialized field directly related to the employee's work.

50.02 Upon written application by the employee and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in clause 50.01. The employee shall receive no compensation under Article 28: overtime, or Article 32: travelling time, during time spent on career development leave provided for in this article.

50.03 Employees on career development leave shall be reimbursed for all reasonable travel and other expenses incurred by them which the Employer may deem appropriate.

Article 51: examination leave with pay

51.01 At the Employer's discretion, examination leave with pay may be granted to an employee for the purpose of writing an examination which takes place during the employee's scheduled hours of work.

** Article 52: leave with or without pay for other reasons

52.01 At its discretion, the Employer may grant:

a. leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for duty; such leave shall not be unreasonably withheld;
b. leave with or without pay for purposes other than those specified in this agreement.

**

52.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, a single (1) period of up to seven decimal five (7.5) hours of leave with pay for reasons of a personal nature.

Effective April 1, 2019, the previous provision is replaced with the following:

52.02 Personal leave

Subject to operational requirements as determined by the Employer and with an advance notice of at least five (5) working days, the employee shall be granted, in each fiscal year, fifteen (15) hours of leave with pay for reasons of a personal nature. This leave can be taken in periods of seven decimal five (7.5) hours or three decimal seven five (3.75) hours each.

The leave will be scheduled at times convenient to both the employee and the Employer. Nevertheless, the Employer shall make every reasonable effort to grant the leaves at such times as the employee may request.

Part V: other terms and conditions of employment

Article 53: restriction on outside employment

53.01 Unless otherwise specified by the Employer as being in an area that could represent a conflict of interest, employees shall not be restricted in engaging in other employment outside the hours they are required to work for the Employer.

Article 54: statement of duties

54.01 Upon written request, an employee shall be provided with a complete and current statement of the duties and responsibilities of his or her position, including the classification level and, where applicable, the point rating allotted by factor to his or her position, and an organization chart depicting the position's place in the organization.

Article 55: duty aboard vessels

55.01 Nothing in this agreement shall be construed to impair in any manner whatsoever the authority of the Master.

55.02 The Master may, whenever he or she deems it advisable, require any employee to participate in lifeboat or other emergency drills without the payment of overtime.

55.03 Any work necessary for the safety of the vessel, passengers, crew or cargo shall be performed by all employees at any time on immediate call and, notwithstanding any provisions of this agreement which might be construed to the contrary, in no event shall overtime be paid for work performed in connection with such emergency duties, of which the Master shall be the sole judge.

55.04 When an employee suffers loss of clothing or personal effects (those which can reasonably be expected to accompany the employee aboard the ship) because of marine disaster or shipwreck, the employee shall be reimbursed the value of those articles, up to a maximum of three thousand dollars ($3,000), based on replacement cost.

55.05

a. An employee shall submit to the Employer a full inventory of his or her personal effects and shall be responsible for maintaining it in a current state.
b. An employee or the employee's estate making a claim under this article shall submit to the Employer reasonable proof of such loss, and shall submit an affidavit listing the individual items and values claimed.

** Article 56: employee performance review and employee files

56.01

a. When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the assessment form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
b. The Employer's representative(s) who assess(es) an employee's performance must have observed or been aware of the employee's performance for at least one-half (1/2) of the period for which the employee's performance is evaluated.
c. An employee has the right to make written comments to be attached to the performance review form.

56.02

a. Prior to an employee performance review, the employee shall be given:
   i. the evaluation form which will be used for the review;
   ii. any written document which provides instructions to the person conducting the review.
b. If, during the employee performance review, either the form or instructions are changed they shall be given to the employee.

**

56.03 When a report pertaining to an employee's performance is placed on that employee's personnel file, the employee concerned shall be given:

a) A copy of the report placed on their file;
b) An opportunity to sign the report in question to indicate that its contents have been read; and
c) An opportunity to submit such written representations as the employee may deem appropriate concerning the report and to have such written representations attached to the report.

56.04 Upon written request of an employee, the personnel file(s) of that employee shall be made available for the employee once (1) per year for his or her examination in the presence of an authorized representative of the Employer.

Article 57: membership fees

57.01 The Employer shall reimburse an employee for the payment of membership or registration fees to an organization or governing body when the payment of such fees is a requirement for the continuation of the performance of the duties of the employee's position.

57.02 Membership dues referred to in Article 11: check-off, of this agreement are specifically excluded as reimbursable fees under this article.

Article 58: wash-up time

58.01 Where the Employer determines that, due to the nature of work, there is a clear-cut need, wash-up time up to a maximum of ten (10) minutes will be permitted before the end of the working day.

** Article 59: allowances

59.01 Dangerous goods allowance

An employee certified pursuant to the Transportation of Dangerous Goods Act and who is assigned responsibility for packaging and labelling dangerous goods for shipping in accordance with the above act shall receive a daily allowance of three dollars and fifty cents ($3.50) for each day he or she is required to package and label dangerous goods for shipping, to a maximum of seventy-five dollars ($75) in a month, for each month where the employee maintains such certification.

**

59.02 Dog handlers' allowance

When an employee is required to handle a trained detector dog during a shift, and in recognition of the duties associated with control, care and maintenance of the detector dog at all times, the employee shall be paid an allowance of one ($1) dollar per on-duty hour.

Part VI: part-time employees

** Article 60: part-time employees

60.01 Definition

Part-time employee means an employee whose weekly scheduled hours of work on average are less than those established in Article 25, but not less than those prescribed in the Public Service Labour Relations Act.

General

60.02 Unless otherwise specified in this article, part-time employees shall be entitled to the benefits provided under this agreement in the same proportion as their normal weekly hours of work compared with thirty-seven decimal five (37.5) hours.

60.03 Part-time employees are entitled to overtime compensation in accordance with subparagraphs (b) and (c) of the overtime definition in clause 2.01.

60.04 The days of rest provisions of this agreement apply only in a week when a part-time employee has worked five (5) days or thirty-seven decimal five (37.5) hours.

Specific application of this agreement

**

60.05 Straight-time hours of work beyond those scheduled for full-time employees shall be offered in order of years of service as defined in subparagraph 34.03(a)(i) to qualified part-time employees.

60.06 Reporting pay

Subject to clause 60.04, when a part-time employee meets the requirements to receive reporting pay on a day of rest in accordance with subparagraph 28.05(c)(i) or is entitled to receive a minimum payment rather than pay for actual time worked during a period of standby in accordance with subparagraphs 28.04(c)(i) or 28.05(c)(i), the part-time employee shall be paid a minimum payment of four (4) hours' pay at the straight-time rate of pay.

60.07 Call-back

When a part-time employee meets the requirements to receive call-back pay in accordance with subparagraph 28.04(c)(i) and is entitled to receive the minimum payment rather than pay for actual time worked, the part-time employee shall be paid a minimum of four (4) hours' pay at the straight-time rate.

Designated holidays

60.08 A part-time employee shall not be paid for designated holidays but shall instead be paid four and one-quarter per cent (4 1/4%) for all straight-time hours worked.

60.09 Subject to paragraph 25.24(d), when a part-time employee is required to work on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.01, the employee shall be paid at time and one-half (1 1/2) of the straight-time rate of pay for all hours worked up to seven decimal five (7.5) hours and double (2) time thereafter.

60.10A part-time employee who reports for work as directed on a day which is prescribed as a designated paid holiday for a full-time employee in clause 30.01 shall be paid for the time actually worked in accordance with clause 60.09 or a minimum of four (4) hours pay at the straight-time rate, whichever is greater.

60.11 Vacation leave

A part-time employee shall earn vacation leave credits for each month in which the employee receives pay for at least twice (2) the number of hours in the employee's normal workweek, at the rate for years of service established in clause 34.02 of this agreement, pro-rated and calculated as follows:

a. when the entitlement is nine decimal three seven five (9.375) hours a month, zero decimal two five zero (.250) multiplied by the number of hours in the employee's workweek per month;
b. when the entitlement is twelve decimal five (12.5) hours a month, zero decimal three three three (.333) multiplied by the number of hours in the employee's workweek per month;
c. when the entitlement is thirteen decimal seven five (13.75) hours a month, zero decimal three six seven (.367) multiplied by the number of hours in the employee's workweek per month;
d. when the entitlement is fourteen decimal four (14.4) hours a month, zero decimal three eight three (.383) multiplied by the number of hours in the employee's workweek per month;
e. when the entitlement is fifteen decimal six two five (15.625) hours a month, zero decimal four one seven (.417) multiplied by the number of hours in the employee's workweek per month;
f. when the entitlement is sixteen decimal eight seven five (16.875) hours a month, zero decimal four five zero (.450) multiplied by the number of hours in the employee's workweek per month;
g. when the entitlement is eighteen decimal seven five (18.75) hours a month, zero decimal five zero zero (.500) multiplied by the number of hours in the employee's workweek per month.

60.12 Sick leave

A part-time employee shall earn sick leave credits at the rate of one-quarter (1/4) of the number of hours in an employee's normal workweek for each calendar month in which the employee has received pay for at least twice (2) the number of hours in the employee's normal workweek.

60.13 Vacation and sick leave administration

a. For the purposes of administration of clauses 60.11 and 60.12, where an employee does not work the same number of hours each week, the normal workweek shall be the weekly average of the hours worked at the straight-time rate calculated on a monthly basis.
b. An employee whose employment in any month is a combination of both full-time and part-time employment shall not earn vacation or sick leave credits in excess of the entitlement of a full-time employee.

60.14 Bereavement leave

Notwithstanding clause 60.02, there shall be no pro-rating of a "day" in Article 46: bereavement leave with pay.

60.15 Severance pay

Notwithstanding the provisions of Article 61: severance pay, of this agreement, where the period of continuous employment in respect of which severance benefit is to be paid consists of both full- and part-time employment or varying levels of part-time employment, the benefit shall be calculated as follows: the period of continuous employment eligible for severance pay shall be established and the part-time portions shall be consolidated to equivalent full-time. The equivalent full-time period in years shall be multiplied by the full-time weekly pay rate for the appropriate group and level to produce the severance pay benefit.

Part VII: pay and duration

** Article 61: severance pay

61.01 Under the following circumstances and subject to clause 61.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a. **Lay-off**

   i. On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

   ii. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

b. **Rejection on probation**
   On rejection on probation, when an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

c. **Death**
   If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

d. **Termination for cause for reasons of incapacity or incompetence**

   i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(1)(d) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

61.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 61.01 be pyramided.

**

For greater certainty, payments for the elimination of severance pay for voluntary separation (resignation and retirement) made pursuant to clauses 61.04 to 61.07 of Appendix L or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 61.02.

**

61.03 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid any outstanding payment in lieu of severance, if applicable under Appendix L.

**

61.04 Employees who were subject to the payment in lieu of severance for the elimination of severance pay for voluntary separation (resignation and retirement) and who opted to defer their payment, the former provisions outlining the payment in lieu are found at Appendix L.

Article 62: pay administration

62.01 Except as provided in this article, the terms and conditions governing the application of pay to employees are not affected by this agreement.

62.02 An employee is entitled to be paid for services rendered at:

a. the pay specified in Appendix A for the classification of the position to which the employee is appointed, if the classification coincides with that prescribed in the employee's certificate of appointment;
or
b. the pay specified in Appendix A for the classification prescribed in the employee's certificate of appointment, if that classification and the classification of the position to which the employee is appointed do not coincide.

62.03

a. The rates of pay set forth in Appendix A shall become effective on the dates specified.
b. Where the rates of pay set forth in Appendix A have an effective date prior to the date of signing of this agreement, the following shall apply:

    i. "retroactive period" for the purpose of subparagraphs (ii) to (v) means the period from the effective date of the revision up to and including the day before the collective agreement is signed or when an arbitral award is rendered therefor;
    ii. a retroactive upward revision in rates of pay shall apply to employees, former employees or, in the case of death, the estates of former employees who were employees in the groups identified in Article 9 of this agreement during the retroactive period;
    iii. for initial appointments made during the retroactive period, the rate of pay selected in the revised rates of pay is the rate which is shown immediately below the rate of pay being received prior to the revision;
    iv. for promotions, demotions, deployments, transfers or acting situations effective during the retroactive period, the rate of pay shall be recalculated, in accordance with the Directive on Terms and Conditions of Employment using the revised rates of pay. If the recalculated rate of pay is less than the rate of pay the employee was previously receiving, the revised rate of pay shall be the rate, which is nearest to, but not less than the rate of pay being received prior to the revision. However, where the recalculated rate is at a lower step in the range, the new rate shall be the rate of pay shown immediately below the rate of pay being received prior to the revision;
    v. no payment or notification shall be made pursuant to paragraph 62.03(b) for one dollar ($1) or less.

62.04 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first and the resulting rate shall be revised in accordance with the pay revision.

62.05 This article is subject to the Memorandum of Understanding dated February 9, 1982, signed by the Employer and the Alliance, in respect of red-circled employees.

62.06 If, during the term of this agreement, a new classification standard for a group is established and implemented by the Employer, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the Alliance the rates of pay and the rules affecting the pay of employees on their movement to the new levels.

62.07

a. When an employee is required by the Employer to substantially perform the duties of a higher classification level in an acting capacity and performs those duties for at least three (3) consecutive working days or shifts, the employee shall be paid acting pay calculated from the date on which he or she commenced to act as if he or she had been appointed to that higher classification level for the period in which he or she acts.

b. When a day designated as a paid holiday occurs during the qualifying period, the holiday shall be considered as a day worked for purposes of the qualifying period.

62.08 When the regular payday for an employee falls on his or her day of rest, every effort shall be made to issue his or her cheque on his or her last working day, provided it is available at his or her regular place of work.

Article 63: agreement reopener

63.01 This agreement may be amended by mutual consent.

** Article 64: duration

**

64.01 This agreement shall expire on June 20, 2018.

64.02 Unless otherwise expressly stipulated, the provisions of this agreement shall become effective on the date it is signed.

Signed at Ottawa, this 3rd day of the month of July, 2018.

The Treasury Board of Canada

Sandra Hassan
Ted Leindecker
Martine Sigouin
Stéphane Ferland
Marc Thibodeau
Julie Burke
Daniel Bernard
Yvonne Bremault
Dave Berardi
Denis Vinette

The Public Service Alliance of Canada

Chris Aylward
Jean-Pierre Fortin
Morgan Gay
David-Alexandre Leblanc
Dave VanHelvert
Diane Lacombe
Joey Dunphy
Richard Sutcliffe
Brea Lewis
Charles Khoury
Lauren Baert
Brett Evans

** Appendix A

FB: Border Services Group annual rates of pay (in dollars)

Table Legend

$) Effective June 21, 2013
A) Effective June 21, 2014
B) Effective June 21, 2015
W) Effective June 21, 2016: restructure
X) Effective June 21, 2016: restructure
Y) Effective June 21, 2016: restructure
Z) Effective June 21, 2016: restructure
C) Effective June 21, 2016
D) Effective June 21, 2017

FB-1: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) June 21, 2013	54141	56146	58223	60377
A) June 21, 2014	54818	56848	58951	61132
B) June 21, 2015	55503	57559	59688	61896
Y) June 21, 2016: restructure	56780	58883	61061	63320
Z) June 21, 2016: restructure	58530	60633	62811	65070
C) June 21, 2016	59262	61391	63596	65883
D) June 21, 2017	60003	62158	64391	66707

FB-2: Annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) June 21, 2013	58078	60257	62516	64859
A) June 21, 2014	58804	61010	63297	65670
B) June 21, 2015	59539	61773	64088	66491
Y) June 21, 2016: restructure	60908	63194	65562	68020
Z) June 21, 2016: restructure	62658	64944	67312	69770
C) June 21, 2016	63441	65756	68153	70642
D) June 21, 2017	64234	66578	69005	71525

FB-3: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) June 21, 2013	62697	65077	67553	70120
A) June 21, 2014	63481	65890	68397	70997
B) June 21, 2015	64275	66714	69252	71884
W) June 21, 2016: restructure	64546	68418	72521	76871
Y) June 21, 2016: restructure	66031	69992	74189	78639
Z) June 21, 2016: restructure	67781	71742	75939	80389
C) June 21, 2016	68628	72639	76888	81394

D) June 21, 2017	69486	73547	77849	82411

FB-4: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 21, 2013	68092	70714	73436	76263	n/a
A) June 21, 2014	68943	71598	74354	77216	n/a
B) June 21, 2015	69805	72493	75283	78181	n/a
X) June 21, 2016: restructure	69805	72493	75283	78181	80681
Y) June 21, 2016: restructure	71411	74160	77015	79979	82537
Z) June 21, 2016: restructure	73161	75910	78765	81729	84287
C) June 21, 2016	74076	76859	79750	82751	85341
D) June 21, 2017	75002	77820	80747	83785	86408

FB-5: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 21, 2013	74482	77390	80407	83542	n/a
A) June 21, 2014	75413	78357	81412	84586	n/a
B) June 21, 2015	76356	79336	82430	85643	n/a
X) June 21, 2016: restructure	76356	79336	82430	85643	88143
Y) June 21, 2016: restructure	78112	81161	84326	87613	90170
Z) June 21, 2016: restructure	79862	82911	86076	89363	91920
C) June 21, 2016	80860	83947	87152	90480	93069
D) June 21, 2017	81871	84996	88241	91611	94232

FB-6: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 21, 2013	82078	85320	88691	92196	n/a
A) June 21, 2014	83104	86387	89800	93348	n/a
B) June 21, 2015	84143	87467	90923	94515	n/a
X) June 21, 2016: restructure	84143	87467	90923	94515	97015
Y) June 21, 2016: restructure	86078	89479	93014	96689	99246
Z) June 21, 2016: restructure	87828	91229	94764	98439	100996
C) June 21, 2016	88926	92369	95949	99669	102258
D) June 21, 2017	90038	93524	97148	100915	103536

FB-7: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4	Step 5
$) June 21, 2013	91160	94807	98599	102544	n/a
A) June 21, 2014	92300	95992	99831	103826	n/a
B) June 21, 2015	93454	97192	101079	105124	n/a
X) June 21, 2016: restructure	93454	97192	101079	105124	107624
Y) June 21, 2016: restructure	95603	99427	103404	107542	110099
Z) June 21, 2016: restructure	97353	101177	105154	109292	111849
C) June 21, 2016	98570	102442	106468	110658	113247
D) June 21, 2017	99802	103723	107799	112041	114663

FB-8: annual rates of pay (in dollars)

Effective date	Step 1	Step 2	Step 3	Step 4
$) June 21, 2013	102193	106279	110530	114952
A) June 21, 2014	103470	107607	111912	116389
B) June 21, 2015	104763	108952	113311	117844
Y) June 21, 2016: restructure	107173	111458	115917	120554
Z) June 21, 2016: restructure	108923	113208	117667	122304
C) June 21, 2016	110285	114623	119138	123833
D) June 21, 2017	111664	116056	120627	125381

**

Pay notes

Pay increment for full-time and part-time employees

1. The pay increment period for employees at levels FB-1 to FB-8 is the anniversary date of such appointment. A pay increment shall be to the next rate in the scale of rates.

2. For all employees at levels FB-4 to FB-7 on the date of restructure, June 21, 2016, in the "X" scale:
   a. who were at the former maximum step for more than 12 months, will move to the next rate in the scale of rates as of the date of restructure,
   b. who moved into the pay scale on the date of restructure, will have their next increment date established using the 12 month period counting from the date of the restructure.

Pay adjustment

3. Subject to clause 64.02, all employees being paid in the FB Levels 1 to 8 scales of rates shall, on the relevant effective dates in Appendix A, be paid in the "A", "B", "C", "D" scales of rates shown immediately below the employees former rate of pay.

Appendix B

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to the Variable Shift Scheduling Arrangements

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

1. Consultation process

The intent of this Appendix is to provide the parties with a process to facilitate reaching agreement at the local level, within prescribed timeframes.

2. VSSA discussions

2.1 Local consultation pursuant to paragraph 25.24(a) of the agreement will take place within five (5) days of notice served by either party to reopen an existing variable shift schedule agreement or negotiate a new variable shift schedule arrangement. Prior to this meeting, the Employer will provide to the Union the following information in respect of its operational requirements:

a. the number of scheduled employees required for each hour, and
b. the rationale for scheduling

2.2 The number of employees identified in paragraph 2.1 does not represent the minimum presence required on any shift.

2.3 Discussions at the local level shall be concluded within five (5) weeks from the time of the first meeting identified in paragraph 2.1 above.

2.4 Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees.

2.5 Should the discussions at the local level not result in an agreement on a proposed VSSA schedule, the parties will immediately refer the outstanding issues to representatives from the Union and regional representatives from the Employer for further consultation.

2.6 Representatives identified under 2.5 above shall conclude their consultation within a maximum of three (3) weeks from the date the outstanding issues have been referred to their attention by the local committee.

2.7 Joint recommendations of the representatives identified under 2.5 above on the outstanding issues, or a proposed VSSA schedule shall be sent back to the local level for consideration for a maximum of one (1) week period.

2.8 Should the parties come to an agreement on a proposed VSSA schedule at the local level, the union shall submit the schedule for ratification by the employees. Otherwise, the union will submit the last Employer VSSA proposal to a vote.

2.9 Unless otherwise mutually agreed upon, the ratification vote identified in paragraphs 2.4 or 2.8 and provision of the results to the Employer shall be completed within two (2) weeks.

2.10 Where proposed VSSA is rejected, by mutual agreement, the current VSSA may be extended. Should either party not elect to extend the current VSSA, shift schedule consistent with clause 25.13 will take effect. For employees not already covered by an existing VSSA, the current scheduling arrangement will remain in force.

2.11 In the event that the proposed VSSA is accepted by a ratification vote, the new schedule will be posted in accordance with clause 25.16 of the agreement.

2.12 Except as provided in paragraph 2.10 above, both parties may terminate a VSSA by sending the other a thirty (30) day notice of termination of the existing VSSA unless discussions are on-going pursuant to this appendix.

2.13 Upon mutual agreement by the parties, timeframes included in the provisions of this Appendix may be extended.

3. VSSA line selection

3.1 The Employer will establish the requirements for populating this schedule.

3.2 The Employer will canvass all employees covered by this specific VSSA for volunteers to populate the schedule.

3.3 Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the line.

3.4 Subject to 3.3, by mutual consent the parties may agree to conduct a re-population of schedules at any point over the life of the schedule.

3.5 In the event lines become vacant, the Employer will reassess its scheduling requirement. Should the line still be required, the Employer will review the qualifications required prior to canvassing all employees covered by this specific VSSA. Should more than one employee meeting the qualifications required select the same line on the schedule, years of service as defined in subparagraph 34.03(a)(i) will be used as the determining factor to allocate the line.

For greater clarity, when a vacant line is selected, that line will continue to follow the pre-established pattern, according to the existing schedule.

Appendix C

Workforce adjustment

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General

Application

This Appendix applies to all employees. Unless explicitly specified, the provisions contained in Parts I to VI do not apply to alternative delivery initiatives.

Collective agreement

With the exception of those provisions for which the Public Service Commission (PSC) is responsible, this Appendix is part of this agreement.

Notwithstanding the job security article, in the event of conflict between the present Workforce Adjustment Appendix and that article, the present Workforce Adjustment Appendix will take precedence.

Objectives

It is the policy of the Employer to maximize employment opportunities for indeterminate employees affected by workforce adjustment situations, primarily through ensuring that, wherever possible, alternative employment opportunities are provided to them. This should not be construed as the continuation of a specific position or job but rather as continued employment.

To this end, every indeterminate employee whose services will no longer be required because of a workforce adjustment situation and for whom the deputy head knows or can predict that employment will be available will receive a guarantee of a reasonable job offer within the core public administration. Those employees for whom the deputy head cannot provide the guarantee will have access to transitional employment arrangements (as per Parts VI and VII).

Definitions

Accelerated lay-off (mise en disponibilité accélérée)

occurs when a surplus employee makes a request to the deputy head, in writing, to be laid-off at an earlier date than that originally scheduled, and the deputy head concurs. Lay-off entitlements begin on the actual date of lay-off.

Affected employee (employé-e touché)

is an indeterminate employee who has been informed in writing that his or her services may no longer be required because of a workforce adjustment situation.

Alternation (échange de postes)

occurs when an opting employee (not a surplus employee) who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration with a Transition Support Measure or with an education allowance.

Alternative delivery initiative (diversification des modes de prestation des services)

is the transfer of any work, undertaking or business of the core public administration to anybody or corporation that is a separate agency or that is outside the core public administration.

Appointing department or organization (ministère ou organisation d'accueil)

is a department or organization that has agreed to appoint or consider for appointment (either immediately or after retraining) a surplus or a laid-off person.

Core public administration (administration publique centrale)

means that part of the public service in or under any department or organization, or other portion of the federal public administration specified in Schedules I and IV to the Financial Administration Act (FAA) for which the PSC has the sole authority to appoint.

Deputy head (administrateur général)

has the same meaning as in the definition of "deputy head" set out in section 2 of the Public Service Employment Act, and also means his or her official designate.

**

Education allowance (indemnité d'études)

is one of the options provided to an indeterminate employee affected by normal workforce adjustment for whom the deputy head cannot guarantee a reasonable job offer. The education allowance is a cash payment equivalent to the Transition Support Measure (see Annex B), plus a reimbursement of tuition from a recognized learning institution and book and mandatory equipment costs, up to a maximum of fifteen thousand dollars ($15,000).

Guarantee of a reasonable job offer (garantie d'une offre d'emploi raisonnable)

is a guarantee of an offer of indeterminate employment within the core public administration provided by the deputy head to an indeterminate employee who is affected by workforce adjustment. Deputy heads will be expected to provide a guarantee of a reasonable job offer to those affected employees for whom they know or can predict that employment will be available in the core public administration. Surplus employees in receipt of this guarantee will not have access to the options available in Part VI of this Appendix.

Home department or organization (ministère ou organisation d'attache)

is a department or organization declaring an individual employee surplus.

Laid-off person (personne mise en disponibilité)

is a person who has been laid-off pursuant to subsection 64(1) of the PSEA and who still retains an appointment priority under subsection 41(4) and section 64 of the PSEA.

Lay-off notice (avis de mise en disponibilité)

is a written notice of lay-off to be given to a surplus employee at least one (1) month before the scheduled lay-off date. This period is included in the surplus period.

Lay-off priority (priorité de mise en disponibilité)

a person who has been laid-off is entitled to a priority, in accordance with subsection 41(5) of the PSEA with respect to any position to which the PSC is satisfied that the person meets the essential qualifications; the period of entitlement to this priority is one (1) year as set out in section 11 of the PSER.

Opting employee (employé-e optant)

is an indeterminate employee whose services will no longer be required because of a workforce adjustment situation, who has not received a guarantee of a reasonable job offer from the deputy head and who has one hundred and twenty (120) days to consider the options in section 6.3 of this Appendix.

Organization (organisation)

Any Board, Agency, Commission or other body, specified in Schedules I and IV of the Financial Administration Act (FAA), that is not a department.

Pay (rémunération)

has the same meaning as "rate of pay" in this agreement.

Priority Information Management System (système de gestion de l'information sur les priorités)

is a system designed by the PSC to facilitate appointments of individuals entitled to statutory and regulatory priorities.

Reasonable job offer (offre d'emploi raisonnable)

is an offer of indeterminate employment within the core public administration, normally at an equivalent level, but which could include lower levels. Surplus employees must be both trainable and mobile. Where practicable, a reasonable job offer shall be within the employee's headquarters as defined in the Travel Directive. In alternative delivery situations, a reasonable offer is one that meets the criteria set out under Type 1 and Type 2 in Part VII of this Appendix. A reasonable job offer is also an offer from a FAA Schedule V employer, providing that:

a. The appointment is at a rate of pay and an attainable salary maximum not less than the employee's current salary and attainable maximum that would be in effect on the date of offer.
b. It is a seamless transfer of all employee benefits including a recognition of years of service for the definition of continuous employment and accrual of benefits, including the transfer of sick leave credits, severance pay and accumulated vacation leave credits.

Reinstatement priority (priorité de réintégration)

is an entitlement provided to surplus employees and laid-off persons who are appointed or deployed to a position in the federal public administration at a lower level. As per section 10 of the PSER, the entitlement lasts for one (1) year.

Relocation (réinstallation)

is the authorized geographic move of a surplus employee or laid-off person from one place of duty to another place of duty located beyond what, according to local custom, is a normal commuting distance.

Relocation of work unit (réinstallation d'une unité de travail)

is the authorized move of a work unit of any size to a place of duty located beyond what, according to local custom, is normal commuting distance from the former work location and from the employee's current residence.

Retraining (recyclage)

is on-the-job training or other training intended to enable affected employees, surplus employees and laid-off persons to qualify for known or anticipated vacancies within the core public administration.

Surplus employee (employé-e excédentaire)

is an indeterminate employee who has been formally declared surplus, in writing, by his or her deputy head.

Surplus priority (priorité d'employé-e excédentaire)

is an entitlement for a priority in appointment accorded in accordance with section 5 of the PSER and pursuant to section 40 of the PSEA; this entitlement is provided to surplus employees to be appointed in priority to another position in the federal public administration for which they meet the essential requirements.

Surplus status (statut d'employé-e excédentaire)

An indeterminate employee has surplus status from the date he or she is declared surplus until the date of lay-off, until he or she is indeterminately appointed to another position, until his or her surplus status is rescinded, or until the person resigns.

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Transition Support Measure (mesure de soutien à la transition)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer. The Transition Support Measure is a cash payment based on the employee's years of service, as per Annex B.

Twelve (12) month surplus priority period in which to secure a reasonable job offer (priorité d'employé-e excédentaire d'une durée de douze (12) mois pour trouver une offre d'emploi raisonnable)

is one of the options provided to an opting employee for whom the deputy head cannot guarantee a reasonable job offer.

Workforce adjustment (réaménagement des effectifs)

is a situation that occurs when a deputy head decides that the services of one or more indeterminate employees will no longer be required beyond a specified date because of a lack of work, the discontinuance of a function, a relocation in which the employee does not wish to participate or an alternative delivery initiative.

Authorities

The PSC has endorsed those portions of this Appendix for which it has responsibility.

Monitoring

Departments or organizations shall retain central information on all cases occurring under this Appendix, including the reasons for the action; the number, occupational groups and levels of employees concerned; the dates of notice given; the number of employees placed without retraining; the number of employees retrained (including number of salary months used in such training); the levels of positions to which employees are appointed and the cost of any salary protection; and the number, types and amounts of lump sums paid to employees.

This information will be used by the Treasury Board Secretariat to carry out its periodic audits.

References

The primary references for the subject of workforce adjustment are as follows:

- Canada Labour Code, Part I
- Financial Administration Act
- Pay Rate Selection (Treasury Board homepage, organization, human resource management, compensation and pay administration).
- Values and Ethics Code for the Public Service, Chapter 3: Post-Employment Measures.
- Employer regulation on promotion

- Policy on Termination of Employment in Alternative Delivery Situations (Treasury Board Manual, Human Resources volume, Chapter 1-13)
- Public Service Employment Act
- Public Service Employment Regulations
- Public Service Labour Relations Act
- Public Service Superannuation Act
- NJC Integrated Relocation Directive
- Travel Directive

Enquiries

Enquiries about this Appendix should be referred to the Alliance or to the responsible officers in departmental or organizational headquarters.

Responsible officers in departmental or organizational headquarters may, in turn, direct questions regarding the application of this Appendix to the Senior Director, Excluded Groups and Administrative Policies, Labour Relations and Compensation Operations, Treasury Board Secretariat.

Enquiries by employees pertaining to entitlements to a priority in appointment or to their status in relation to the priority appointment process should be directed to their departmental or organizational human resource advisors or to the Priority Advisor of the PSC responsible for their case.

Part I: roles and responsibilities

1.1 Departments or organizations

1.1.1 Since indeterminate employees who are affected by workforce adjustment situations are not themselves responsible for such situations, it is the responsibility of departments or organizations to ensure that they are treated equitably and, whenever possible, given every reasonable opportunity to continue their careers as public service employees.

1.1.2 Departments or organizations shall carry out effective human resource planning to minimize the impact of workforce adjustment situations on indeterminate employees, on the department or organization, and on the public service.

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1.1.3 Departments or organizations shall establish joint workforce adjustment commitiees, where appropriate, to advise and consult on the workforce adjustment situations within the department or organizations. Terms of reference of such committees shall include a process for addressing alternation requests from other departments and/or organizations.

1.1.4 Departments or organizations shall, as the home department or organization, cooperate with the PSC and appointing departments or organizations in joint efforts to redeploy departmental or organizational surplus employees and laid-off persons.

1.1.5 Departments or organizations shall establish systems to facilitate redeployment or retraining of their affected employees, surplus employees, and laid-off persons.

1.1.6 When a deputy head determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, the deputy head shall advise the employee, in writing, that his or her services will no longer be required.

Such a communication shall also indicate if the employee:

a. is being provided with a guarantee from the deputy head that a reasonable job offer will be forthcoming and that the employee will have surplus status from that date on; or
b. is an opting employee and has access to the options set out in section 6.3 of this Appendix because the employee is not in receipt of a guarantee of a reasonable job offer from the deputy head.

Where applicable, the communication should also provide the information relative to the employee's possible lay-off date.

1.1.7 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those employees subject to workforce adjustment for whom they know or can predict that employment will be available in the core public administration.

1.1.8 Where a deputy head cannot provide a guarantee of a reasonable job offer, the deputy head will provide one hundred and twenty (120) days to consider the three (3) options outlined in Part VI of this Appendix to all opting employees before a decision is required of them. If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve-month surplus priority period in which to secure a reasonable job offer.

1.1.9 The deputy head shall make a determination to provide either a guarantee of a reasonable job offer or access to the options set out in section 6.3 of this Appendix upon request by any indeterminate affected employee who can demonstrate that his or her duties have already ceased to exist.

1.1.10 Departments or organizations shall send written notice to the PSC of an employee's surplus status, and shall send to the PSC such details, forms, resumés, and other material as the PSC may from time to time prescribe as necessary for it to discharge its function.

1.1.11 Departments or organizations shall advise and consult with the Alliance representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process and will make available to the Alliance the name and work location of affected employees.

1.1.12 The home department or organization shall provide the PSC with a statement that it would be prepared to appoint the surplus employee to a suitable position in the department or organization commensurate with his or her qualifications if such a position were available.

1.1.13 Departments or organizations shall provide the employee with the official notification that he or she has become subject to a workforce adjustment and shall remind the employee that Appendix C, Workforce Adjustment, of this agreement applies.

1.1.14 Deputy heads shall apply this Appendix so as to keep actual involuntary lay-offs to a minimum, and a lay-off shall normally occur only when an individual has refused a reasonable job offer, is not mobile, cannot be retrained within two (2) years, or is laid-off at his or her own request.

1.1.15 Departments or organizations are responsible for counselling and advising their affected employees on their opportunities for finding continuing employment in the public service.

1.1.16 Appointment of surplus employees to alternative positions with or without retraining shall normally be at a level equivalent to that previously held by the employee, but this does not preclude appointment to a lower level. Departments or organizations shall avoid appointment to a lower level except where all other avenues have been exhausted.

1.1.17 Home departments or organizations shall appoint as many of their own surplus employees or laid-off persons as possible or identify alternative positions (both actual and anticipated) for which individuals can be retrained.

1.1.18 Home departments or organizations shall relocate surplus employees and laid-off individuals, if necessary.

1.1.19 Relocation of surplus employees or laid-off persons shall be undertaken when the individuals indicate that they are willing to relocate and relocation will enable their redeployment or reappointment, provided that:

a. there are no available priority persons, or priority persons with a higher priority, qualified and interested in the position being filled;
   or
b. there are no available local surplus employees or laid-off persons who are interested and who could qualify with retraining.

1.1.20 The cost of travelling to interviews for possible appointments and of relocation to the new location shall be borne by the employee's home department or organization. Such cost shall be consistent with the Travel Directive and NJC Integrated Relocation Directive.

1.1.21 For the purposes of the NJC Integrated Relocation Directive, surplus employees and laid-off persons who relocate under this Appendix shall be deemed to be employees on employer-requested relocations. The general rule on minimum distances for relocation applies.

1.1.22 For the purposes of the Travel Directive, a laid-off persons travelling to interviews for possible reappointment to the core public administration is deemed to be a "traveller" as defined in the Travel Directive.

1.1.23 For the surplus and/or lay-off priority periods, home departments or organizations shall pay the salary, salary protection and/or termination costs as well as other authorized costs such as tuition, travel, relocation and retraining for surplus employees and laid-off persons, as provided for in this agreement and the various directives unless the appointing department or organization is willing to absorb these costs in whole or in part.

1.1.24 Where a surplus employee is appointed by another department or organization to a term position, the home department or organization is responsible for the costs above for one (1) year from the date of such appointment, unless the home department or organization agree to a longer period, after which the appointing department or organization becomes the new home department or organization consistent with PSC authorities.

1.1.25 Departments or organizations shall protect the indeterminate status and surplus priority of a surplus indeterminate employee appointed to a term position under this Appendix.

1.1.26 Departments or organizations shall inform the PSC in a timely fashion, and in a method directed by the PSC, of the results of all referrals made to them under this Appendix.

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1.1.27 Departments or organizations shall review the use of private temporary agency personnel, consultants, contractors, and their use of contracted out services, employees appointed for a specified period (terms) and all other non-indeterminate employees. Where practicable, departments or organizations shall refrain from engaging or re-engaging such temporary agency personnel, consultants or contractors, and their use of contracted out services, or renewing the employment of such employees referred to above where this will facilitate the appointment of surplus employees or laid-off persons.

1.1.28 Nothing in the foregoing shall restrict the employer's right to engage or appoint persons to meet short-term, non-recurring requirements. Surplus and laid-off persons shall be given priority even for these short-term work opportunities.

1.1.29 Departments or organizations may lay-off an employee at a date earlier than originally scheduled when the surplus employee so requests in writing.

1.1.30 Departments or organizations acting as appointing departments or organizations shall cooperate with the PSC and other departments or organizations in accepting, to the extent possible, affected, surplus and laid-off persons from other departments or organizations for appointment or retraining.

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1.1.31 Departments or organizations shall provide surplus employees with a lay-off notice at least one (1) month before the proposed lay-off date if appointment efforts have been unsuccessful. A copy of this notice shall be provided to the National President of the Alliance.

1.1.32 When a surplus employee refuses a reasonable job offer, he or she shall be subject to lay-off one (1) month after the refusal, but not before six (6) months have elapsed since the surplus declaration date. The provisions of Annex C of this Appendix shall continue to apply.

1.1.33 Departments or organizations are to presume that each employee wishes to be redeployed unless the employee indicates the contrary in writing.

1.1.34 Departments or organizations shall inform and counsel affected and surplus employees as early and as completely as possible and, in addition, shall assign a counsellor to each opting and surplus employee and laid-off person, to work with him or her throughout the process. Such counselling is to include explanations and assistance concerning:

a. the workforce adjustment situation and its effect on that individual;
b. the Workforce Adjustment Appendix;
c. the PSC's Priority Information Management System and how it works from the employee's perspective;
d. preparation of a curriculum vitae or resumé;
e. the employee's rights and obligations;
f. the employee's current situation (for example, pay, benefits such as severance pay and superannuation, classification, language rights, years of service);
g. alternatives that might be available to the employee (the alternation process, appointment, relocation, retraining, lower-level employment, term employment, retirement including the possibility of waiver of penalty if entitled to an annual allowance, Transition Support Measure, education allowance, pay in lieu of unfulfilled surplus period, resignation, accelerated lay-off);
h. the likelihood that the employee will be successfully appointed;
i. the meaning of a guarantee of a reasonable job offer, a twelve (12) month surplus priority period in which to secure a reasonable job offer, a Transition Support Measure and an education allowance;

**

j. advise employees to seek out proposed alternatives and submit requests for approval as soon as possible after being informed they will not be receiving a guarantee of a reasonable job offer;
k. the Human Resources Centres and their services (including a recommendation that the employee register with the nearest office as soon as possible);
l. preparation for interviews with prospective employers;
m. feedback when an employee is not offered a position for which he or she was referred;
n. repeat counselling as long as the individual is entitled to a staffing priority and has not been appointed;
and
o. advising the employee that refusal of a reasonable job offer will jeopardize both chances for retraining and overall employment continuity;

**

p. advising employees of the right to be represented by the Alliance in the application of this Appendix.

1.1.35 The home departments or organizations shall ensure that, when it is required to facilitate appointment, a retraining plan is prepared and agreed to in writing by it, the employee and the appointing department or organization.

1.1.36 Severance pay and other benefits flowing from other clauses in this agreement are separate from and in addition to those in this Appendix.

1.1.37 Any surplus employee who resigns under this Appendix shall be deemed, for purposes of severance pay and retroactive remuneration, to be involuntarily laid-off as of the day on which the deputy head accepts in writing the employee's resignation.

1.1.38 The department or organization will review the status of each affected employee annually, or earlier, from the date of initial notification of affected status and determine whether the employee will remain on affected status or not.

1.1.39 The department or organization will notify the affected employee' in writing, within five (5) working days of the decision pursuant to subsection 1.1.38.

1.2 Treasury Board Secretariat of Canada

1.2.1 It is the responsibility of the Treasury Board Secretariat to:

a. investigate and seek to resolve situations referred by the PSC or other parties;
b. consider departmental or organizational requests for retraining resources; and
c. ensure that departments or organizations are provided to the extent possible with information on occupations for which there are skill shortages.

1.3 Public Service Commission of Canada

1.3.1 Within the context of workforce adjustment, and the Public Service Commission's (PSC) governing legislation, it is the responsibility of the PSC to:

a. ensure that priority entitlements are respected;
b. ensure that a means exists for priority persons to be assessed against vacant positions and appointed if found qualified against the essential qualifications of the position; and
c. ensure that priority persons are provided with information on their priority entitlements.

1.3.2 The PSC will, in accordance with the Privacy Act:

a. provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' level of

compliance with this directive,
and;

b. provide information to the bargaining agents on the numbers and status of their members in the Priority Information Management System, as well as information on the overall system.

1.3.3 The PSC's roles and responsibilities flow from its governing legislation, not the collective agreement. As such, any changes made to these roles/responsibilities must be agreed upon by the Commission. For greater detail on the PSC's role in administering surplus and lay-off priority entitlements, refer to Annex C of this Appendix.

1.4 Employees

1.4.1 Employees have the right to be represented by the Alliance in the application of this Appendix.

1.4.2 Employees who are directly affected by workforce adjustment situations and who receive a guarantee of a reasonable job offer or opt, or are deemed to have opted, for Option (a) of Part VI of this Appendix are responsible for:

a. actively seeking alternative employment in cooperation with their departments or organizations and the PSC, unless they have advised the department or organizations and the PSC, in writing, that they are not available for appointment;
b. seeking information about their entitlements and obligations;
c. providing timely information (including curricula vitae or resumés) to the home department or organization and to the PSC to assist them in their appointment activities;
d. ensuring that they can be easily contacted by the PSC and appointing departments or organizations, and attending appointments related to referrals;
e. seriously considering job opportunities presented to them (referrals within the home department or organization, referrals from the PSC, and job offers made by departments or organizations), including retraining and relocation possibilities, specified period appointments and lower-level appointments.

1.4.3 Opting employees are responsible for:

a. considering the options in Part VI of this Appendix;
b. communicating their choice of options, in writing, to their manager no later than one hundred and twenty (120) days after being declared opting.

Part II: official notification

2.1 Department or organization

2.1.1 As already mentioned in 1.1.11, departments or organizations shall advise and consult with the bargaining agent representatives as completely as possible regarding any workforce adjustment situation as soon as possible after the decision has been made and throughout the process, and will make available to the bargaining agent the name and work location of affected employees.

2.1.2 In any workforce adjustment situation that is likely to involve ten (10) or more indeterminate employees covered by this Appendix, the department or organization concerned shall notify the Treasury Board Secretariat of Canada, in confidence, at the earliest possible date and under no circumstances less than four (4) working days before the situation is announced.

**

2.1.3 Prior to notifying any potentially affected employee, departments or organizations shall also notify the National President of the Alliance. Such notification is to be in writing, in confidence and at the earliest possible date and under no circumstances less than two (2) working days before any employee is notified of the workforce adjustment situation.

2.1.4 Such notification will include the identity and location of the work unit(s) involved, the expected date of the announcement, the anticipated timing of the workforce adjustment situation and the number, group and level of the employees who are likely to be affected by the decision.

Part III: relocation of a work unit

3.1 General

3.1.1 In cases where a work unit is to be relocated, departments or organizations shall provide all employees whose positions are to be relocated with the opportunity to choose whether they wish to move with the position or be treated as if they were subject to a workforce adjustment situation.

3.1.2 Following written notification, employees must indicate, within a period of six (6) months, their intention to move. If the employee's intention is not to move with the relocated position, the deputy head can provide the employee with either a guarantee of a reasonable job offer or access to the options set out in section 6.4 of this Appendix.

3.1.3 Employees relocating with their work units shall be treated in accordance with the provisions of 1.1.18 to 1.1.22.

3.1.4 Although departments or organizations will endeavour to respect employee location preferences, nothing precludes the department or organization from offering a relocated position to an employee in receipt of a guarantee of a reasonable job offer from his or her deputy head, after having spent as much time as operations permit looking for a reasonable job offer in the employee's location preference area.

3.1.5 Employees who are not in receipt of a guarantee of a reasonable job offer shall become opting employees and have access to the options in Part VI of this Appendix.

Part IV: retraining

4.1 General

4.1.1 To facilitate the redeployment of affected employees, surplus employees and laid-off persons, departments or organizations shall make every reasonable effort to retrain such persons for:

a. existing vacancies;
   or
b. anticipated vacancies identified by management.

4.1.2 It is the responsibility of the employee, home department or organization and appointing department or organization to identify retraining opportunities pursuant to subsection 4.1.1.

4.1.3 When a retraining opportunity has been identified, the deputy head of the home department or organization shall approve up to two (2) years of retraining.

4.2 Surplus employees

4.2.1 A surplus employee is eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position or will enable the individual to qualify for anticipated vacancies in occupations or locations where there is a shortage of qualified candidates;
   and
b. there are no other available priority persons who qualify for the position.

4.2.2 The home department or organization is responsible for ensuring that an appropriate retraining plan is prepared and is agreed to in writing by the employee and the delegated officers of the home and appointing departments or organizations. The home department or organization is responsible for informing the employee in a timely fashion if a retraining proposal submitted by the employee is not approved. Upon request of the employee, feedback regarding the decision will be provided in writing.

4.2.3 Once a retraining plan has been initiated, its continuation and completion are subject to satisfactory performance by the employee.

4.2.4 While on retraining, a surplus employee continues to be employed by the home department or organization and is entitled to be paid in accordance with his or her current appointment unless the appointing department or organization is willing to appoint the employee indeterminately, on condition of successful completion of retraining, in which case the retraining plan shall be included in the letter of offer.

4.2.5 When a retraining plan has been approved and the surplus employee continues to be employed by the home department or organization, the proposed lay-off date shall be extended to the end of the retraining period, subject to 4.2.3.

4.2.6 An employee unsuccessful in retraining may be laid-off at the end of the surplus period if the Employer has been unsuccessful in making the employee a reasonable job offer.

4.2.7 In addition to all other rights and benefits granted pursuant to this section, an employee who is guaranteed a reasonable job offer is also guaranteed, subject to the employee's willingness to relocate, training to prepare the surplus employee for appointment to a position pursuant to 4.1.1, such training to continue for one (1) year or until the date of appointment to another position, whichever comes first. Appointment to this position is subject to successful completion of the training.

4.3 Laid-off persons

4.3.1 A laid-off person shall be eligible for retraining, provided that:

a. retraining is needed to facilitate the appointment of the individual to a specific vacant position;
b. the individual meets the minimum requirements set out in the relevant selection standard for appointment to the group concerned;
c. there are no other available persons with priority who qualify for the position; and
d. the appointing department or organization cannot justify a decision not to retrain the individual.

4.3.2 When an individual is offered an appointment conditional on successful completion of retraining, a retraining plan shall be included in the letter of offer. If the individual accepts the conditional offer, he or she will be appointed on an indeterminate basis to the full level of the position after having successfully completed training and being assessed as qualified for the position. When an individual accepts an appointment to a position with a lower maximum rate of pay than the position from which he or she was laid-off, the employee will be salary-protected in accordance with Part V.

Part V: salary protection

5.1 Lower-level position

5.1.1 Surplus employees and laid-off persons appointed to a lower-level position under this Appendix shall have their salary and pay equity equalization payments, if any, protected in accordance with the salary protection provisions of this agreement or, in the absence of such provisions, the appropriate provisions of the Regulations Respecting Pay on Reclassification or Conversion.

5.1.2 Employees whose salary is protected pursuant to 5.1.1 will continue to benefit from salary protection until such time as they are appointed or deployed into a position with a maximum rate of pay that is equal to or higher than the maximum rate of pay of the position from which they were declared surplus or laid-off.

Part VI: options for employees

6.1 General

6.1.1 Deputy heads will be expected to provide a guarantee of a reasonable job offer for those affected employees for whom they know or can predict that employment will be available. A deputy head who cannot provide such a guarantee shall provide his or her reasons in writing, if so requested by the employee. Employees in receipt of this guarantee will not have access to the choice of options below.

6.1.2 Employees who are not in receipt of a guarantee of a reasonable job offer from their deputy head have one hundred and twenty (120) days to consider the three options below before a decision is required of them.

6.1.3 The opting employee must choose, in writing, one (1) of the three (3) options of section 6.4 of this Appendix within the one hundred and twenty (120) day window. The employee cannot change options once he or she has made a written choice.

6.1.4 If the employee fails to select an option, the employee will be deemed to have selected Option (a), twelve (12) month surplus priority period in which to secure a reasonable job offer, at the end of the one hundred and twenty (120) days window.

6.1.5 If a reasonable job offer that does not require relocation is made at any time during the one hundred and twenty (120) days opting period and prior to the written acceptance of the Transition Support Measure (TSM) or education allowance option, the employee is ineligible for the TSM, the pay in lieu of unfulfilled surplus period or the education allowance.

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6.1.6 A copy of any letter issued by the Employer under this part or notice of lay-off pursuant to the Public Service Employment Act shall be sent forthwith to the National President of the Alliance.

**

6.2 Voluntary programs

Departments and organizations shall establish voluntary departure programs for all workforce adjustments situations involving five or more affected employees working at the same group and level and in the same work unit. Such programs shall:

A. Be the subject of meaningful consultation through joint union-management WFA committees.

B. Volunteer programs shall not be used to exceed reduction targets. Where reasonably possible, departments and organizations will identify the number of positions for reduction in advance of the voluntary programs commencing.
C. Take place after affected letters have been delivered to employees.
D. Take place before the department or organization engages in the SERLO process.
E. Provide for a minimum of 30 calendar days for employees to decide whether they wish to participate.
F. Allow employees to select Options B, Ci or Cii.
G. Provide that when the number of volunteers is larger than the required number of positions to be eliminated, volunteers will be selected based on seniority (total years of service in the public service, whether continuous or discontinuous).

6.3 Alternation

6.3.1 All departments or organizations must participate in the alternation process.

6.3.2 An alternation occurs when an opting employee who wishes to remain in the core public administration exchanges positions with a non-affected employee (the alternate) willing to leave the core public administration under the terms of Part VI of this Appendix.

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6.3.3

a. Only opting and surplus employees who are surplus as a result of having chosen Option A may alternate into an indeterminate position that remains in the core public administration.
b. If an alternation is proposed for a surplus employee, as opposed to an opting employee, the Transition Support Measure that is available to the alternate under 6.4.1 (b) or 6.4.1 (c) (i) shall be reduced by one week for each completed week between the beginning of the employee's surplus priority period and the date the alternation is proposed.

6.3.4 An indeterminate employee wishing to leave the core public administration may express an interest in alternating with an opting employee. Management will decide, however, whether a proposed alternation is likely to result in retention of the skills required to meet the ongoing needs of the position and the core public administration.

6.3.5 An alternation must permanently eliminate a function or a position.

6.3.6 The opting employee moving into the unaffected position must meet the requirements of the position, including language requirements. The alternate moving into the opting position must meet the requirements of the position except if the alternate will not be performing the duties of the position and the alternate will be struck off strength within five (5) days of the alternation.

6.3.7 An alternation should normally occur between employees at the same group and level. When the two (2) positions are not in the same group and at the same level, alternation can still occur when the positions can be considered equivalent. They are considered equivalent when the maximum rate of pay for the higher paid position is no more than six per cent (6%) higher than the maximum rate of pay for the lower-paid position.

6.3.8 An alternation must occur on a given date, that is, the two (2) employees must directly exchange positions on the same day. There is no provision in alternation for a "domino" effect or for "future considerations."

**

For clarity, the alternation will not be denied solely as a result of untimely administrative processes.

6.4 Options

6.4.1 Only opting employees who are not in receipt of the guarantee of a reasonable job offer from the deputy head will have access to the choice of options below:

a.

  i. Twelve (12) month surplus priority period in which to secure a reasonable job offer. It is time-limited. Should a reasonable job offer not be made within a period of twelve (12) months, the employee will be laid-off in accordance with the Public Service Employment Act. Employees who choose or are deemed to have chosen this option are surplus employees.
  ii. At the request of the employee, this twelve (12) month surplus priority period shall be extended by the unused portion of the one hundred and twenty (120) day opting period referred to in 6.1.2 that remains once the employee has selected in writing Option (a).
  iii. When a surplus employee who has chosen or is deemed to have chosen Option (a) offers to resign before the end of the twelve (12) month surplus priority period, the deputy head may authorize a lump-sum payment equal to the surplus employee's regular pay for the balance of the surplus period, up to a maximum of six (6) months. The amount of the lump-sum payment for the pay in lieu cannot exceed the maximum of what he or she would have received had he or she chosen Option (b), the Transition Support Measure.
  iv. Departments or organizations will make every reasonable effort to market a surplus employee within the employee's surplus period within his or her preferred area of mobility.

or

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b. Transition Support Measure (TSM) is a cash payment, based on the employee's years of service in the public service (see Annex B), made to an opting employee. Employees choosing this option must resign but will be considered to be laid-off for purposes of severance pay. The TSM shall be paid in one (1) or two (2) lump sum amounts over a maximum two (2) year period.
or

**

c. Education allowance is a Transition Support Measure (see Option (b) above) plus an amount of not more than fifteen thousand dollars ($15,000) for reimbursement of receipted expenses of an opting employee for tuition from a learning institution and costs of books and relevant equipment. Employees choosing Option (c) could either:

i. resign from the core public administration but be considered to be laid-off for severance pay purposes on the date of their departure;
or

ii. delay their departure date and go on leave without pay for a maximum period of two (2) years while attending the learning institution. The TSM shall be paid in one (1) or two (2) lump-sum amounts over a maximum two (2) year period. During this period, employees could continue to be public service benefit plan members and contribute both employer and employee shares to the benefits plans and the Public Service Superannuation Plan. At the end of the two (2) year leave without pay period, unless the employee has found alternative employment in the core public administration, the employee will be laid-off in accordance with the Public Service Employment Act.

6.4.2 Management will establish the departure date of opting employees who choose Option (b) or Option (c) above.

6.4.3 The TSM, pay in lieu of unfulfilled surplus period, and the education allowance cannot be combined with any other payment under the Workforce Adjustment Appendix.

6.4.4 In cases of pay in lieu of unfulfilled surplus period, Option (b) and Option (c)(i), the employee relinquishes any priority rights for reappointment upon the Employer's acceptance of his or her resignation.

6.4.5 Employees choosing Option (c)(ii) who have not provided their department or organization with a proof of registration from a learning institution twelve (12) months after starting their leave without pay period will be deemed to have resigned from the core public administration and be considered to be laid-off for purposes of severance pay.

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6.4.6 All opting employees will be entitled to up to one thousand dollars ($1,000) towards counselling services in respect of their potential re-employment or retirement. Such counselling services may include financial and job placement counselling services.

**

6.4.7 An opting employee who has received a TSM, pay in lieu of unfulfilled surplus period, or an education allowance, and is reappointed to the public service shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the TSM or education allowance was paid.

6.4.8 Notwithstanding 6.4.7, an opting employee who has received an education allowance will not be required to reimburse tuition expenses and costs of books and mandatory equipment for which he or she cannot get a refund.

6.4.9 The deputy head shall ensure that pay in lieu of unfulfilled surplus period is only authorized where the employee's work can be discontinued on the resignation date and no additional costs will be incurred in having the work done in any other way during that period.

6.4.10 If a surplus employee who has chosen or is deemed to have chosen Option (a) refuses a reasonable job offer at any time during the twelve (12) month surplus priority period, the employee is ineligible for pay in lieu of unfulfilled surplus period.

6.4.11 Approval of pay in lieu of unfulfilled surplus period is at the discretion of management, but shall not be unreasonably denied.

6.5 Retention payment

6.5.1 There are three (3) situations in which an employee may be eligible to receive a retention payment. These are total facility closures, relocation of work units and alternative delivery initiatives.

6.5.2 All employees accepting retention payments must agree to leave the core public administration without priority rights.

6.5.3 An individual who has received a retention payment and, as applicable, either is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the Financial Administration Act or is hired by the new employer within the six (6) months immediately following his or her resignation shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of such reappointment or hiring to the end of the original period for which the lump sum was paid.

6.5.4 The provisions of 6.5.5 shall apply in total facility closures where public service jobs are to cease and:

a. such jobs are in remote areas of the country;
   or
b. retraining and relocation costs are prohibitive;
   or

c. prospects of reasonable alternative local employment (whether within or outside the core public administration) are poor.

6.5.5 Subject to 6.5.4, the deputy head shall pay to each employee who is asked to remain until closure of the work unit and offers a resignation from the core public administration to take effect on that closure date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation ceases, provided the employee has not separated prematurely.

6.5.6 The provisions of 6.5.7 shall apply in relocation of work units where core public administration work units:

a. are being relocated;
and
b. the deputy head of the home department or organization decides that, in comparison to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of workplace relocation;
and
c. the employee has opted not to relocate with the function.

6.5.7 Subject to 6.5.6, the deputy head shall pay to each employee who is asked to remain until the relocation of the work unit and who offers a resignation from the core public administration to take effect on the relocation date, a sum equivalent to six (6) months' pay payable on the day on which the departmental or organizational operation relocates, provided the employee has not separated prematurely.

6.5.8 The provisions of 6.5.9 shall apply in alternative delivery initiatives:

a. where the core public administration work units are affected by alternative delivery initiatives;
b. when the deputy head of the home department or organization decides that, compared to other options, it is preferable that certain employees be encouraged to stay in their jobs until the day of the transfer to the new employer;
and
c. where the employee has not received a job offer from the new employer or has received an offer and did not accept it.

6.5.9 Subject to 6.5.8, the deputy head shall pay to each employee who is asked to remain until the transfer date and who offers a resignation from the core public administration to take effect on the transfer date, a sum equivalent to six (6) months' pay payable upon the transfer date, provided the employee has not separated prematurely.

Part VII: special provisions regarding alternative delivery initiatives

Preamble

The administration of the provisions of this part will be guided by the following principles:

a. fair and reasonable treatment of employees;
b. value for money and affordability;
and
c. maximization of employment opportunities for employees.

7.1 Definitions

For the purposes of this part, an **alternative delivery initiative** (diversification des modes d'exécution)

is the transfer of any work, undertaking or business of the core public administration to anybody or corporation that is a separate agency or that is outside the core public administration.

For the purposes of this part, a **reasonable job offer** (offre d'emploi raisonnable)

is an offer of employment received from a new employer in the case of a Type 1 or Type 2 transitional employment arrangement, as determined in accordance with 7.2.2.

For the purposes of this part, a **termination of employment** (licenciement de l'employé-e)

is the termination of employment referred to in paragraph 12(1)(f.1) of the Financial Administration Act.

7.2 General

Departments or organizations will, as soon as possible after the decision is made to proceed with an alternative delivery initiative (ADI), and if possible, not less than one hundred and eighty (180) days prior to the date of transfer, provide notice to the Alliance component(s) of its intention.

The notice to the Alliance component(s) will include:

a. the program being considered for ADI;
b. the reason for the ADI;
and
c. the type of approach anticipated for the initiative.

A joint Workforce Adjustment-Alternative Delivery Initiative (WFA-ADI) committee will be created for ADI and will have equal representation from the department or organization and the component(s). By mutual agreement, the committee may include other participants. The joint WFA-ADI committee will define the rules of conduct of the committee.

In cases of ADI, the parties will establish a joint WFA-ADI committee to conduct meaningful consultation on the human resources issues related to the ADI in order to provide information to the employee that will assist him or her in deciding on whether or not to accept the job offer.

1. **Commercialization**
   In cases of commercialization where tendering will be part of the process, the members of the joint WFA-ADI committee shall make every reasonable effort to come to an agreement on the criteria related to human resources issues (for example, terms and conditions of employment, pension and health care benefits, the take-up number of employees) to be included in the request for proposal process. The committee will respect the contracting rules of the federal government.
2. **Creation of a new agency**
   In cases of the creation of new agencies, the members of the joint WFA-ADI committee shall make every reasonable effort to agree on common recommendations related to human resources issues (for example, terms and conditions of employment, pension, and health care benefits) that should be available at the date of transfer.
3. **Transfer to existing employers**
   In all other ADI where an employer-employee relationship already exists, the parties will hold meaningful consultations to clarify the terms and conditions that will apply upon transfer.
   In cases of commercialization and the creation of new agencies, consultation opportunities will be given to the component(s); however, in the event that agreements are not possible, the department or organization may still proceed with the transfer.

7.2.1 The provisions of this part apply only in the case of alternative delivery initiatives and are in exception to other provisions of this Appendix. Employees who are affected by alternative delivery initiatives and who receive job offers from the new employer shall be treated in accordance with the provisions of this Part, and only where specifically indicated will other provisions of this Appendix apply to them.

7.2.2 There are three (3) types of transitional employment arrangements resulting from alternative delivery initiatives:

a. Type 1: full continuity
   Type 1 arrangements meet all of the following criteria:
   i. legislated successor rights apply; specific conditions for successor rights applications will be determined by the labour legislation governing the new employer;
   ii. the Directive on Terms and Conditions of Employment, the terms of the collective agreement referred to therein and/or the applicable compensation plan will continue to apply to unrepresented and excluded employees until modified by the new employer or by the PSLRB pursuant to a successor rights application;

   iii. recognition of continuous employment, as defined in the Directive on Terms and Conditions of Employment, for purposes of determining the employee's entitlements under the collective agreement continued due to the application of successor rights;
   iv. pension arrangements according to the Statement of Pension Principles set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
   v. transitional employment guarantee: a two (2) year minimum employment guarantee with the new employer;
   vi. coverage in each of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
   vii. short-term disability bridging: recognition of the employee's earned but unused sick leave credits up to the maximum of the new employer's LTDI waiting period.

b. Type 2: substantial continuity
   Type 2 arrangements meet all of the following criteria:

   i. the average new hourly salary offered by the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of the group's current federal hourly remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are the same;
   ii. the average annual salary of the new employer (= rate of pay + equal pay adjustments + supervisory differential) for the group moving is eighty-five per cent (85%) or greater of federal annual remuneration (= per cent or greater of federal annual remuneration (= pay + equal pay adjustments + supervisory differential) when the hours of work are different;
   iii. pension arrangements according to the Statement of Pension Principles as set out in Annex A or, in cases where the test of reasonableness set out in that Statement is not met, payment of a lump sum to employees pursuant to 7.7.3;
   iv. transitional employment guarantee: employment tenure equivalent to that of the permanent workforce in receiving organizations or a two (2) year minimum employment guarantee;
   v. coverage in each area of the following core benefits: health benefits, long-term disability insurance (LTDI) and dental plan;
   vi. short-term disability arrangement.

c. Type 3: lesser continuity
   A Type 3 arrangement is any alternative delivery initiative that does not meet the criteria applying in Type 1 and Type 2 transitional employment arrangements.

7.2.3 For Type 1 and Type 2 transitional employment arrangements, the offer of employment from the new employer will be deemed to constitute a reasonable job offer for purposes of this Part.

7.2.4 For Type 3 transitional employment arrangements, an offer of employment from the new employer will not be deemed to constitute a reasonable job offer for purposes of this Part.

7.3 Responsibilities

7.3.1 Deputy heads will be responsible for deciding, after considering the criteria set out above, which of the types applies in the case of particular alternative delivery initiatives.

7.3.2 Employees directly affected by alternative delivery initiatives are responsible for seriously considering job offers made by new employers and advising the home department or organization of their decision within the allowed period.

7.4 Notice of alternative delivery initiatives

7.4.1 Where alternative delivery initiatives are being undertaken, departments or organizations shall provide written notice to all employees offered employment by the new employer, giving them the opportunity to choose whether or not they wish to accept the offer.

7.4.2 Following written notification, employees must indicate within a period of sixty (60) days their intention to accept the employment offer, except in the case of Type 3 arrangements, where home departments or organizations may specify a period shorter than sixty (60) days, but not less than thirty (30) days.

7.5 Job offers from new employers

7.5.1 Employees subject to this Appendix (see Application) and who do not accept the reasonable job offer from the new employer in the case of Type 1 or Type 2 transitional employment arrangements will be given four (4) months' notice of termination of employment and their employment will be terminated at the end of that period or on a mutually agreed-upon date before the end of the four (4) month notice period, except where the employee was unaware of the offer or incapable of indicating an acceptance of the offer.

7.5.2 The deputy head may extend the notice-of-termination period for operational reasons, but no such extended period may end later than the date of the transfer to the new employer.

7.5.3 Employees who do not accept a job offer from the new employer in the case of Type 3 transitional employment arrangements may be declared opting or surplus by the deputy head in accordance with the provisions of the other parts of this Appendix.

7.5.4 Employees who accept a job offer from the new employer in the case of any alternative delivery initiative will have their employment terminated on the date on which the transfer becomes effective, or on another date that may be designated by the home department or organization for operational reasons, provided that this does not create a break in continuous service between the core public administration and the new employer.

7.6 Application of other provisions of the Appendix

7.6.1 For greater certainty, the provisions of Part II, Official Notification, and section 6.5, Retention Payment, will apply in the case of an employee who refuses an offer of employment in the case of a Type 1 or Type 2 transitional employment arrangement. A payment under section 6.5 may not be combined with a payment under the other section.

7.7 Lump-sum payments and salary top-up allowances

7.7.1 Employees who are subject to this Appendix (see Application) and who accept the offer of employment from the new employer in the case of Type 2 transitional employment arrangements will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees an eighteen (18) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. This allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.2 In the case of individuals who accept an offer of employment from the new employer in the case of a Type 2 arrangement and whose new hourly or annual salary falls below eighty per cent (80%) of their former federal hourly or annual remuneration, departments or organizations will pay an additional six (6) months of salary top-up allowance for a total of twenty-four (24) months under this section and 7.7.1. The salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.3 Employees who accept the reasonable job offer from the successor employer in the case of Type 1 or Type 2 transitional employment arrangements where the test of reasonableness referred to in the Statement of Pension Principles set out in Annex A is not met, that is, where the actuarial value (cost) of the new employer's pension arrangements is less than six decimal five per cent (6.5%) of pensionable payroll (excluding the employer's costs related to the administration of the plan), will receive a sum equivalent to three (3) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer.

7.7.4 Employees who accept an offer of employment from the new employer in the case of Type 3 transitional employment arrangements will receive a sum equivalent to six (6) months' pay, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The home department or organization will also pay these employees a twelve (12) month salary top-up allowance equivalent to the difference between the remuneration applicable to their core public administration position and the salary applicable to their position with the new employer. The allowance will be paid as a lump sum, payable on the day on which the departmental or organizational work or function is transferred to the new employer. The total of the lump-sum payment and the salary top-up allowance provided under this section will not exceed an amount equivalent to one (1) year's pay.

7.7.5 For the purposes of 7.7.1, 7.7.2 and 7.7.4, the term "remuneration" includes and is limited to salary plus equal pay adjustments, if any, and supervisory differential, if any.

7.8 Reimbursement

7.8.1 An individual who receives a lump-sum payment and salary top-up allowance pursuant to 7.7.1, 7.7.2, 7.7.3 or 7.7.4 and who is reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the Financial Administration Act at any point during the period covered by the total of the lump-sum payment and salary top-up allowance, if any, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of reappointment to the end of the original period covered by the total of the lump-sum payment and salary top-up allowance, if any.

7.8.2 An individual who receives a lump-sum payment pursuant to 7.6.1 and, as applicable, is either reappointed to that portion of the core public administration specified from time to time in Schedules I and IV of the Financial Administration Act or hired by the new employer at any point covered by the lump-sum payment, shall reimburse the Receiver General for Canada an amount corresponding to the period from the effective date of the reappointment or hiring to the end of the original period covered by the lump-sum payment.

7.9 Vacation leave credits and severance pay

7.9.1 Notwithstanding the provisions of this agreement concerning vacation leave, an employee who accepts a job offer pursuant to this part may choose not to be paid for earned but unused vacation leave credits, provided that the new employer will accept these credits.

**

7.9.2 Notwithstanding the provisions of this agreement concerning severance pay, an employee who accepts a reasonable job offer pursuant to this part will not be paid severance pay where successor rights apply and/or, in the case of a Type 2 transitional employment arrangement, when the new employer recognizes the employee's years of continuous employment in the public service for severance pay purposes and provides severance pay entitlements similar to the employee's severance pay entitlements at the time of the transfer. However, an employee who has a severance termination benefit entitlement under the terms of paragraphs 61.05(b) or (c) of Appendix L shall be paid this entitlement at the time of transfer.

7.9.3 Where:

a. the conditions set out in 7.9.2 are not met,
b. the severance provisions of this agreement are extracted from this agreement prior to the date of transfer to another non-federal public sector employer,
c. the employment of an employee is terminated pursuant to the terms of 7.5.1, or
d. the employment of an employee who accepts a job offer from the new employer in a Type 3 transitional employment arrangement is terminated on the transfer of the function to the new employer,

the employee shall be deemed, for purposes of severance pay, to be involuntarily laid-off on the day on which employment in the core public administration terminates.

Annex A: statement of pension principles

1. The new employer will have in place, or Her Majesty in right of Canada will require the new employer to put in place, reasonable pension arrangements for transferring employees. The test of "reasonableness" will be that the actuarial value (cost) of the new employer pension arrangements will be at least six decimal five per cent (6.5%) of pensionable payroll, which in the case of defined-benefit pension plans will be as determined by the Assessment Methodology dated October 7, 1997, developed by Towers Perrin for the Treasury Board. This assessment methodology will apply for the duration of this agreement. Where there is no reasonable pension arrangement in place on the transfer date or no written undertaking by the new employer to put such reasonable pension arrangement in place effective on the transfer date, subject to the approval of Parliament and a written undertaking by the new employer to pay the employer costs, Public Service Superannuation Act (PSSA) coverage could be provided during a transitional period of up to a year.

2. Benefits in respect of service accrued to the point of transfer are to be fully protected.

3. Her Majesty in right of Canada will seek portability arrangements between the Public Service Superannuation Plan and the pension plan of the new employer where a portability arrangement does not yet exist. Furthermore, Her Majesty in right of Canada will seek authority to permit employees the option of counting their service with the new employer for vesting and benefit thresholds under the PSSA.

Annex B

Years of service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
0	10
1	22
2	24
3	26
4	28
5	30
6	32
7	34
8	36
9	38
10	40
11	42
12	44
13	46
14	48
15	50
16	52
17	52
18	52
19	52
20	52
21	52
22	52
23	52
24	52
25	52
26	52
27	52
28	52

Years of service in the public service	Transition Support Measure (TSM) (Payment in weeks' pay)
29	52
30	49
31	46
32	43
33	40
34	37
35	34
36	31
37	28
38	25
39	22
40	19
41	16
42	13
43	10
44	7
45	4

For indeterminate seasonal and part-time employees, the TSM will be pro-rated in the same manner as severance pay under the terms of this agreement.

Severance pay provisions of this agreement are in addition to the TSM.

Annex C: role of PSC in administering surplus and lay-off priority entitlements

1. The PSC will refer surplus employees and laid-off persons to positions, in all departments, organizations and agencies governed by the PSEA, for which they are potentially qualified for the essential qualifications, unless the individuals have advised the PSC and their home departments or organizations in writing that they are not available for appointment. The PSC will further ensure that entitlements are respected and that priority persons are fairly and properly assessed.

2. The PSC, acting in accordance with the Privacy Act, will provide the Treasury Board Secretariat with information related to the administration of priority entitlements which may reflect on departments' or organizations' and agencies' level of compliance with this Directive.

3. The PSC will provide surplus and laid-off individuals with information on their priority entitlements.

4. The PSC will, in accordance with the Privacy Act, provide information to bargaining agents on the numbers and status of their members who are in the Priority Administration System and, on a service-wide basis.

5. The PSC will ensure that a reinstatement priority is given to all employees who are appointed to a position at a lower level.

6. The PSC will, in accordance with the Privacy Act, provide information to the Employer, departments or organizations and/or bargaining agents on referrals of surplus employees and laid-off persons in order to ensure that the priority entitlements are respected.

Public Service Commission "Guide to the Priority Information Management System."

Appendix D

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Implementation of the Collective Agreement

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of the implementation period of the collective agreement.

The provisions of this collective agreement shall be implemented by the parties within a period of one hundred and fifty (150) days from the date of signing.

** Appendix E

Memorandum of Understanding with Respect to a Joint Learning Program

This memorandum is to give effect to the agreement reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Program and Administration Services, Operational Services, Technical Services, Border Services and Education and Library Science bargaining units.

The PSAC-TBS Joint Learning Program (JLP) will continue to provide joint training on union management issues.

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The Employer agrees to provide $330,000 per month to the PSAC-TBS JLP starting on the date of the signature of the PA collective agreement until the subsequent PA collective agreement is signed to ensure continuity of this initiative.

**

The Employer further agrees to provide fund for the purposes of a joint study in the amount of fifty thousand dollars ($50,000) to identify the need for training of health and safety committees and the appropriate mechanism for any required training, in line with the National Joint Council (NJC) Directive.

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The PSAC-TBS JLP will continue to be governed by the existing joint PSAC-TBS Steering Committee to which two seats will be added for the other bargaining agents and the equivalent additional number of seats for employer representatives. The Bargaining Agent Side Secretary on the National Joint Council will be invited to attend the meetings of the PSAC-JLP Steering Committee with voice but no vote.

** Appendix F

Memorandum of Understanding Between the Treasury Board and the Public Service Alliance of Canada with Respect to Child Care

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding childcare.

The Employer agrees to the formation of a Joint National Child Care Committee (the Committee). The Committee shall be comprised of four (4) PSAC and four (4) Employer representatives, with additional resources to be determined by the Committee. Costs associated with the work of the Committee shall be borne by the respective parties.

The responsibilities of the technical committee include:

a. conducting analyses and research to assess child care and other related support needs and the methods used to meet these needs;
b. researching the availability of quality child care spaces available to employees across the country;
c. examining workplace child care facilities across the country;
d. examining materials, information and resources available to employees on child care and other related supports;
e. developing recommendations to assist employees access quality child care services across the country;
and
f. any other work the Committee determines appropriate.

The Committee shall meet within three (3) months of the signing of the collective agreement to establish its schedule.

The Committee will provide a report of recommendations to the President of the Public Service Alliance of Canada and the Secretary of the Treasury Board of Canada by December 1, 2017. This period may, by mutual agreement, be extended.

** Appendix G

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Firearm Training Strategy

This memorandum is to give effect to the understanding reached between the Employer and the Public Service Alliance of Canada in respect of employees in the Border Services (FB) bargaining unit.

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If the employee fails to meet the criteria for firearm training and certification, the Employer will make every reasonable effort to find them a placement opportunity within the public service for employees hired prior to August 31, 2007, if the employee is trainable and mobile.

The parties agree to establish a joint consultation committee to discuss the strategy for the placement of employees hired prior to August 31, 2007, who are unsuccessful on the firearm training.

This memorandum expires on June 20, 2018.

** Appendix H

Memorandum of Agreement with Respect to Administrative Suspensions Pending Investigations

Stoppage of pay and allowances will only be invoked in extreme circumstances when it would be inappropriate to pay an employee.

Each case will be dealt with on its own merits and will be considered when the employee is:

1. in jail awaiting trial, or
2. clearly involved in the commission of an offence that contravenes a federal act or the Code of Conduct, and significantly affects the proper performance of his/her duties. If the employee's involvement is not clear during the investigation, the decision shall be deferred pending completion of the preliminary hearing or trial in order to assess the testimony under oath.

Appendix I

Memorandum of Understanding Salary Protection: Red Circling

General

1. This Memorandum of Understanding cancels and replaces the Memorandum of Understanding entered into between the Treasury Board and the Public Service of Alliance of Canada on June 9, 1978.

2. This Memorandum of Understanding shall remain in effect until amended or cancelled by mutual consent of the parties.

3. This Memorandum of Understanding supersedes the Regulations respecting Pay on Reclassification or Conversion where the Regulations are inconsistent with the Memorandum of Understanding.

4. Where the provisions of any collective agreement differ from those set out in the Memorandum of Understanding, the conditions set out in the Memorandum of Understanding shall prevail.

5. This Memorandum of Understanding will form part of all collective agreements to which the Public Service Alliance of Canada and Treasury Board are parties, with effect from December 13, 1981.

Part I

Part I of this Memorandum of Understanding shall apply to the incumbents of positions which will be reclassified to a group and/or level having a lower attainable maximum rate of pay after the date this Memorandum of Understanding becomes effective.

Note: The term "attainable maximum rate of pay" means the rate attainable for fully satisfactory performance in the case of levels covered by a performance pay plan or the maximum salary rate in the case of all other groups and levels.

1. Prior to a position being reclassified to a group and/or level having a lower attainable maximum rate of pay, the incumbent shall be notified in writing.

2. Downward reclassification notwithstanding, an encumbered position shall be deemed to have retained for all purposes the former group and level. In respect to the pay of the incumbent, this may be cited as Salary Protection Status and subject to section 3(b) below shall apply until the position is vacated or the attainable maximum of the reclassified level, as revised from time to time, becomes greater than that applicable, as revised from time to time, to the former classification level. Determination of the attainable maxima rates of pay shall be in accordance with the Retroactive Remuneration Regulations.

3.

a. The Employer will make a reasonable effort to transfer the incumbent to a position having a level equivalent to that of the former group and/or level of the position.
b. In the event that an incumbent declines an offer of transfer to a position as in (a) above in the same geographic area, without good and sufficient reason, that incumbent shall be immediately paid at the rate of pay for the reclassified position.

4. Employees subject to section 3, will be considered to have transferred (as defined in the Directive on Terms and Conditions of Employment) for the purpose of determining increment dates and rates of pay.

Part II

Part II of the Memorandum of Understanding shall apply to incumbents of positions who are in holding rates of pay on the date this Memorandum of Understanding becomes effective.

1. An employee whose position has been downgraded prior to the implementation of this memorandum and is being paid at a holding rate of pay on the effective date of an economic increase and continues to be paid at that rate on the date immediately prior to the effective date of a further economic increase, shall receive a lump sum payment equal to one hundred per cent (100%) of the economic increase for the employee's former group and level (or where a performance pay plan applied to the incumbent, the adjustment to the attainable maximum rate of pay) calculated on his annual rate of pay.

2. An employee who is paid at a holding rate on the effective date of an economic increase, but who is removed from that holding rate prior to the effective date of a further economic increase by an amount less than he would have received by the application of paragraph 1 of Part II, shall receive a lump sum payment equal to the difference between the amount calculated by the application of paragraph 1 of Part II and any increase in pay resulting from his removal from the holding rate.

Signed at Ottawa, this 9th day of the month of February 1982.

** Appendix J

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to Integrated Border Services Allowance

1. The Employer recognizes the responsibilities associated with the integrated border services that support national security and public safety.
2. The Employer will provide an annual allowance to incumbents of FB positions for the performance of FB duties in the Border Services group effective as of June 21, 2013.
3. The Integrated Border Services Allowance shall be paid in accordance with the following table:

**

Annual allowance
Border Services Group (FB)

Positions	Annual allowance	Annual allowance (as of June 21, 2016)
Non-uniformed officers	$1,250	$1,750
Uniformed officers	$1,750	$1,750

4. This allowance shall be paid on the same basis as the employee's regular pay. An employee shall be entitled to receive the allowance for each calendar month in which he or she receives pay for at least seventy-five (75) hours for the performance of FB duties to which the allowance applies.
5. An employee will be entitled to receive the Border Services Allowance:
    i. during any period of **paid** leave up to a maximum of sixty (60) **consecutive** calendar days;
    or
    ii. during the full period of paid leave where an employee is granted injury-on-duty leave with pay.
6. The allowance does not form part of a FB's salary except for the calculation of the maternity and parental allowances.
7. A part-time employee shall be entitled to the allowance on a pro rata basis.

**

8. Effective June 21, 2016, this Appendix ceases to apply.

** Appendix K

Memorandum of Understanding Between the Treasury Board of Canada and the Public Service Alliance of Canada with Respect to One-Time Lump Sum Payment

1. The Employer recognizes the responsibilities associated with the integrated border services that support national security and public safety.
2. Effective on the official date of signing, the Employer will provide a one-time lump sum payment to incumbents of specific FB positions for the performance of FB duties in the Border Services group.
3. The one-time lump sum payment shall be paid in accordance with the following table:

Lump sum payment
Border Services Group (FB)

Positions	Lump sum payment
Non-uniformed officers	$500

4. For greater certainty, only an employee who is an incumbent of a specific FB position listed above on the official date of signing of this agreement will be entitled to the one-time lump sum payment.
5. This memorandum expires on June 20, 2014. For greater certainty this MOU will be non-negotiable and non-renewable beyond that date.

**

6. Effective June 21, 2016, this Appendix ceases to apply.

** Appendix L

Archived Provisions for the Elimination of Severance Pay for Voluntary Separations (Resignation and Retirement)

This Appendix is to reflect the language agreed to by the Employer and the Public Service Alliance of Canada for the elimination of severance pay for voluntary separations (resignation and retirement) on March 17, 2014. These historical provisions are being reproduced to reflect the agreed language in cases of deferred payment.

Article 61

Severance pay

Effective March 17, 2014, paragraphs 61.01(b) and (d) are deleted from the collective agreement.

61.01 Under the following circumstances and subject to clause 61.02, an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which he or she is entitled for the classification prescribed in his or her certificate of appointment on the date of his or her termination of employment.

a. **Lay-off**
   i. On the first (1st) lay-off, for the first (1st) complete year of continuous employment two (2) weeks' pay, or three (3) weeks' pay for employees with ten (10) or more and less than twenty (20) years of continuous employment, or four (4) weeks' pay for employees with twenty (20) or more years of continuous employment, plus one (1) week's pay for each additional complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).
   ii. On the second (2nd) or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a)(i).

b. **Resignation**
   On resignation, subject to paragraph 61.01(d) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment, to a maximum of twenty-six (26) years, with a maximum benefit of thirteen (13) weeks' pay.

c. **Rejection on probation**
   On rejection on probation, when an employee has completed more than one (1) year of

continuous employment and ceases to be employed by reason of rejection during a probationary period, one (1) week's pay.

d. **Retirement**

  i. On retirement, when an employee is entitled to an immediate annuity under the Public Service Superannuation Act or when the employee is entitled to an immediate annual allowance under the Public Service Superannuation Act, or

  ii. when a part-time employee who regularly works more than thirteen decimal five (13.5) but less than thirty (30) hours a week and who, if he or she were a contributor under the Public Service Superannuation Act, would be entitled to an immediate annuity thereunder or who would have been entitled to an immediate annual allowance if he or she were a contributor under the Public Service Superannuation Act,

a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay.

e. **Death**
If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks' pay, regardless of any other benefit payable.

f. **Termination for cause for reasons of incapacity or incompetence**

  i. When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity pursuant to paragraph 12(1)(e) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

  ii. When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence pursuant to paragraph 12(1)(d) of the Financial Administration Act, one (1) week's pay for each complete year of continuous employment, to a maximum of twenty-eight (28) weeks.

61.02 Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 61.01 be pyramided.

For greater certainty, payments made pursuant to clauses 61.04 to 61.07 or similar provisions in other collective agreements shall be considered as a termination benefit for the administration of clause 61.02.

61.03 Appointment to a separate agency

An employee who resigns to accept an appointment with an organization listed in Schedule V of the Financial Administration Act shall be paid all severance payments resulting from the application of paragraph 61.01(b) (prior to March 17, 2014) or clauses 61.04 to 61.07 (commencing on March 17, 2014).

61.04 Severance termination

a. Subject to clause 61.02 above, indeterminate employees on March 17, 2014, shall be entitled to a severance termination benefit equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365), to a maximum of thirty (30) weeks.
b. Subject to clause 61.02 above, term employees on March 17, 2014, shall be entitled to a severance termination benefit equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks.

Terms of payment

61.05 Options

The amount to which an employee is entitled shall be paid, at the employee's discretion, either:

a. as a single payment at the rate of pay of the employee's substantive position as of March 17, 2014,
   or
b. as a single payment at the time of the employee's termination of employment from the core public administration, based on the rate of pay of the employee's substantive position at the date of termination of employment from the core public administration,
   or
c. as a combination of (a) and (b), pursuant to paragraph 61.06(c).

61.06 Selection of option

a. The Employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.

b. The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
c. The employee who opts for the option described in paragraph 61.05(c) must specify the number of complete weeks to be paid out pursuant to paragraph 61.05(a) and the remainder to be paid out pursuant to paragraph 61.05(b).
d. An employee who does not make a selection under paragraph 61.06(b) will be deemed to have chosen option paragraph 61.05(b).

61.07 Appointment from a different bargaining unit

This clause applies in a situation where an employee is appointed into a position in the FB bargaining unit from a position outside the FB bargaining unit where, at the date of appointment, provisions similar to those in paragraphs 61.01(b) and (d) are still in force, unless the appointment is only on an acting basis.

a. Subject to clause 61.02 above, on the date an indeterminate employee becomes subject to this agreement after March 17, 2014, he or she shall be entitled to severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
b. Subject to clause 61.02 above, on the date a term employee becomes subject to this agreement after March 17, 2014, he or she shall be entitled to severance termination benefit payable under paragraph 61.05(b), equal to one (1) week's pay for each complete year of continuous employment, to a maximum of thirty (30) weeks, based on the employee's rate of pay of his or her substantive position on the day preceding the appointment.
c. An employee entitled to a severance termination benefit under sub-paragraph (a) or (b) shall have the same choice of options outlined in clause 61.05, however the selection of which option must be made within three (3) months of being appointed to the bargaining unit.
d. An employee who does not make a selection under paragraph 64.07(c) will be deemed to have chosen option 64.05(b).

** Appendix M

Memorandum of Understanding

Agreement with Respect to Leave for Alliance Business: Cost Recovery

This memorandum is to give effect to an agreement reached between the Treasury Board (the Employer) and the Public Service Alliance of Canada (the Alliance) to implement a system of cost recovery for leave for union business.

The elements of the new system are as follows:

- Recoverable paid leave for union business for periods of up to 3 months of continuous leave per year;
- Cost recovery will be based on actual salary costs during the leave period, to which a percentage of salary, agreed to by the parties, will be added;
- The Employer will pay for all administration costs associated with the operation of this system.

The surcharge will be based on average expected costs incurred by the Employer for payroll taxes, pensions and supplementary benefits during the operation of the program as described above, calculated according to generally accepted practices.

Notwithstanding anything else in this agreement, and as an overarching principle, it will not include costs for benefits that would otherwise be paid by the Employer during an equivalent period of leave without pay. The consequences of the implementation of clause 14.14 will be cost neutral for the Employer in terms of compensation costs, and will confer neither a substantial financial benefit, nor a substantially increased cost, on the Employer.

As per clause 14.14 of this collective agreement, effective on date of signing:

- Leave granted to an employee under clauses 14.02, 14.09, 14.10, 14.12 and 14.13 of the collective agreement will be with pay;
- The Alliance will reimburse the Employer for the salary and benefit costs of the employee during the period of approved leave with pay according to the terms established by this agreement.

This MOU confirms the terms established by joint agreement between the Employer and the Alliance are as follows:

- It is agreed that leave with pay granted under the above-noted clauses for Alliance business will be paid for by the Employer effective on the date of signing of this collective agreement, pursuant to this MOU. The Alliance shall then compensate the Employer by remitting an amount equivalent to the actual gross salary paid for each person-day, in addition to which shall also be paid the Employer by the Alliance an amount equal to six per cent (6%) of the actual gross salary paid for each person-day, which sum represents the Employer's contribution for the benefits the employee acquired at work as per the terms established in the appendices noted above.

- On a bi-monthly basis and within one hundred and twenty (120) days of the end of the relevant period of leave, the hiring department/agency will invoice the Alliance or Component for the amount owed to them by virtue of this understanding. The amount of the gross salaries and the number of days of leave taken for each employee will be included in the statement.
- The Alliance or Component agrees to reimburse the department/agency for the invoice within sixty (60) days of the date of the invoice.

** Appendix N

Memorandum of Agreement on Supporting Employee Wellness

This memorandum of agreement is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of employee wellness.

The parties agree to establish a task force, comprised of a steering committee and a technical committee, with a long-term focus and commitment from senior leadership of the parties.

The task force will develop recommendations on measures to improve employee wellness and the reintegration of employees into the workplace after periods of leave due to illness or injury.

The steering committee and technical committee will be established by January 31, 2017. The committees will be comprised of an equal number of Employer representatives and Union representatives. The steering committee is responsible for determining the composition of the technical committee. The steering committee shall be co-chaired by the President of the Alliance and a representative of the Employer.

The steering committee shall establish the terms of reference for the technical committee, approve a work plan for the technical committee, and timelines for interim reports from the technical committee.

All time spent by employees in support of the technical committee shall be deemed to be leave with pay for union activities. The Employer will grant leave with pay for employees engaged in these activities, including preparation and travel time.

Dates may be extended by mutual agreement of the steering committee members. The technical committee's terms of reference may be amended from time to time by mutual consent of the steering committee members.

The technical committee will develop all agreements and documents needed to support the consideration of a wellness plan during the next round of collective bargaining. This work shall be completed by December 1, 2017. The technical committee shall provide interim recommendations for review by the steering committee on the following matters through a series of regular meetings:

- income replacement parameters, the treatment of accumulated sick leave credits and consequential changes to existing leave provisions within the collective agreements;
- eligibility conditions for a new wellness plan;
- privacy considerations;
- internal assessment as well as approval and denial processes;
- case management and measures to ensure the successful return of employees to the workplace after a period of leave due to illness or injury;

- joint governance of the wellness plan;
- options for alternative medical treatments;
- other measures that would support an integrated approach to the management of employee wellness for federal public service employees, including but not limited to ways to reduce and eliminate threats to workplace wellness, including discrimination, harassment, workplace violence, bullying, and abuse of authority.

The technical committee shall respect the related work of the Mental Health Task Force and the Service Wide Occupational Health and Safety Committee in its deliberations.

The technical committee shall also review practices from other Canadian jurisdictions and employers that might be instructive for the public service, recognizing that not all workplaces are the same. The Service Wide Occupational Health and Safety Committee shall be consulted as required. Leading Canadian experts in the health and disability management field shall also be consulted.

Key principles

A new wellness plan shall:

- Contribute to a healthy workforce, through a holistic consideration of physical and mental health issues.
- Include case management and timely return to work protocols, based on best practices.
- Investigate integration with other public service benefit plans.
- Address a wide range of medical conditions, work situations and personal circumstances facing employees, including chronic and episodic illnesses and travel time from northern and remote communities for diagnosis and treatment (subject to the NJC Directives, such the Isolated Post and Government Housing Directive) and wait times for medical clearances to return home.
- Be contained in the collective agreements. The final level of adjudication associated with the plan will be the Public Service Labour Relations and Employment Board (PSLREB).
- Be administered internally within the federal public service, rather than by third-party service provider.
- Have common terms which will apply to all employees.
- Provide for full income replacement for periods covered by the plan.
- Ensure that new measures provide at least the same income support protection as that provided by earned sick leave banks in the current regime.
- Current sick leave banks would be grand-fathered/protected and their value appropriately recognized.

If an agreement is not reached within 18 months from the establishment of the technical committee, or should the parties reach impasse before then, the parties agree to jointly appoint a mediator within 30 days.

If the parties are unsuccessful in reaching an agreement, after mediation, the current terms and conditions of employment related to the sick leave regime for PSAC members remain unchanged.

Both parties agree to recommend these proposals to their respective principals.

Signed at Ottawa, this 14th day of December 2016.

** Appendix O

Memorandum of Understanding Between The Treasury Board and The Public Service Alliance of Canada With Respect to Mental Health in the Workplace

This memorandum of understanding is to give effect to the understanding reached between the Employer and Public Service Alliance of Canada regarding issues of mental health in the workplace.

The task force, comprised of a technical committee and a steering committee, is established with a long-term focus and commitment from senior leadership of the parties. It will focus on continuous improvement and the successful implementation of measures to improve mental health in the workplace.

Accordingly, the parties agree to establish a steering committee and a technical committee by April 30, 2015. The steering committee is to establish the terms of reference of the technical committee by May 30, 2015. These dates may be extended by mutual agreement of the steering committee members. The technical committee terms of reference may be amended from time to time by mutual consent of the steering committee members.

The technical committee will provide a report of recommendations to the steering committee by September 1, 2015. The steering committee members may, by mutual agreement, extend this period.

The ongoing responsibilities of the technical committee include:

- Identifying ways of reducing and eliminating the stigma in the workplace that is too frequently associated with mental health issues;
- Identifying ways to better communicate the issues of mental health challenges in the workplace and tools such as existing policies, legislation and directives available to support employees facing these challenges;
- Reviewing practices from other jurisdictions and employers that might be instructive for the public service;
- Reviewing the National Standard of Canada for Psychological Health and Safety in the Workplace (the Standard) and identify how implementation shall best be achieved within the public service; recognizing that not all workplaces are the same;
- Ensuring the participation of Health and Safety committees as required by the steering committee;
- Outlining any possible challenges and barriers that may impact the successful implementation of mental health best practices; and

- Outlining areas where the objectives reflected in the Standard, or in the work of other organizations, represent a gap with existing approaches within the federal public service. Once identified, make ongoing recommendations to the steering committee on how those gaps could be addressed. The National Standard for Psychological Health and Safety in the Workplace should be considered a minimum standard that the Employer's occupational health and safety program may exceed.

The steering and technical committees will be comprised of an equal number of Union and Employer representatives. The steering committee is responsible for determining the number and the identity of their respective technical committee representatives.